DELTA DENTAL PPO+Premier
Participating Independent Dental Hygienist Agreement

THIS AGREEMENT, made and entered into this ___ day of ______________, 20___ by and between Colorado Dental Service, Inc. d/b/a Delta Dental of Colorado, as first party, hereinafter referred to as the “Corporation” and ________________________________, a dental hygienist licensed to practice his/her profession in the state of Colorado, as second party, hereinafter referred to as “Hygienist’, states the terms and conditions of participation by an independently practicing dental hygienist in the Delta Dental PPO and Premier programs.

WHEREAS, the Corporation was organized for the purpose of securing the benefits of dental service through the establishment of a prepaid dental service program for individuals or groups of individuals; and,

WHEREAS, Hygienist is willing to join in and assist the Corporation in such prepaid dental service program by participating in the program as a provider of authorized dental services for the Delta Dental PPO and Premier programs, upon the basis hereinafter set forth;

NOW, THEREFORE, in order to fix the rights and liabilities of the parties hereto under the Corporation’s prepaid dental service plan’s PPO and Premier programs,

IT IS HEREBY AGREED between the parties hereto as follows:

1. **Complete Agreement.**

   a. This Agreement, together with any attachments, documents incorporated by reference, or amendments thereto, comprise the parties’ complete agreement regarding the participation of Hygienist in the Delta Dental PPO and Premier Programs. Neither of the parties has made representations or warranties other than those set forth in this Agreement, and such attachments, documents incorporated by reference, or amendments, if any. This Agreement shall supersede any other agreement between Hygienist and Corporation for the provision of dental services under programs.

   b. The Corporation shall not terminate this Agreement only because Hygienist expresses disagreement with the Corporation’s decision to deny or limit benefits, seeks reconsideration of treatment, or discusses alternative methods of treatment with a patient, policy provisions of a plan, or Hygienist’s personal recommendation regarding selection of a benefit plan based on the Hygienist’s personal knowledge of the clinical needs of the patient.

   c. Neither Hygienist nor the Corporation shall be prohibited from protesting or expressing disagreement with a clinical decision, policy, or practice of the Corporation or Hygienist.

   d. Hygienist shall not make, publish, disseminate, or circulate directly or indirectly, or aid, abet, or encourage the making, publishing, disseminating or circulating of
any oral or written statement or pamphlet, circular, article, or literature that is false or maliciously critical of the Corporation and/or calculated to injure the Corporation.

e. The Corporation may terminate this Agreement if Hygienist materially misrepresents the provisions, terms, or requirements of the Corporation’s plans, contracts, agreements, services, or other products (hereinafter “Products”).

f. The Corporation shall not penalize Hygienist because Hygienist, in good faith, reports to State or Federal authorities, any act or practice by the Corporation that jeopardizes patient health or welfare, or because Hygienist discusses the financial incentives or financial arrangements between Hygienist and the Corporation.

2. License to Practice. Hygienist represents that Hygienist is licensed to practice dental hygiene in the State of Colorado and that such license has not been subject to any suspension, revocation, or limitation within the past five (5) years that has not been disclosed to the Corporation as of the date of this Agreement. Hygienist further represents and warrants that Hygienist and any facilities at which Hygienist practices are licensed as required under law. Hygienist further represents that the service office(s) at which Hygienist practices is/are compliant with the Center for Disease Control and Prevention (CDC) Guidelines on Infection Control Practices for Dentistry. All of Hygienist’s rights and Corporation’s obligations under this Agreement are conditioned upon Hygienist’s continued maintenance of such licensure and professional liability insurance with no restrictions placed thereon. Hygienist shall notify Corporation if the status of Hygienist’s licensure changes and shall immediately cease performing dental hygiene services to Corporation’s members and submitting claims to Corporation in the event that Hygienist’s licensure is no longer in force.

3. Malpractice Coverage. Hygienist represents and warrants that Hygienist maintains active malpractice coverage as required by the Dental Practice Act. Hygienist will notify Corporation of any changes in such malpractice coverage, including the carrier name and policy number. The submission of claims for dental services provided by a Hygienist whose malpractice insurance has terminated for any reason other than those covered by the exemptions set forth in C.R.S. § 13-64-301 and rules and regulations adopted by the State Board of Dental Examiners shall be grounds for immediate termination of this Agreement.

4. Corporation to Offer Dental Hygiene Services. Hygienist hereby appoints and acknowledges the Corporation as agent to offer the Hygienist’s services under the Delta Dental PPO and Premier programs to those individuals (herein designated “Covered Persons”, as defined in paragraph 6.a. below) by whom, or on whose behalf, the periodic payments for dental services required by the Corporation have been made.

5. Agreements with Other Dental Service Providers. The Corporation shall enter into agreements similar to this Agreement with other individuals and/or entities who provide dental services (hereinafter “Dental Service Providers” or “DSPs”). Each DSP shall enjoy equal rights and be subject to equal obligations with other participating DSPs who have agreements with the Corporation similar to this Agreement.

6. Patients.
a. Hygienist agrees to provide or arrange for dental services for Covered Persons who are eligible for benefits under Delta Dental dental plans issued or administered by the Corporation. Hygienist shall provide the same levels of service and appointment availability for Covered Persons as for other patients and shall be solely responsible for all services delivered to Covered Persons by Hygienist.

b. The Corporation does not guarantee in any way that Hygienist will be used by Covered Persons or that Hygienist will receive any minimum number of Covered Persons as patients. The Covered Person shall have free choice in accepting dental care.

c. Hygienist shall not differentiate or discriminate in the treatment of Covered Persons or the quality of service because of race, sex, color, creed, national origin, age, religion, sexual orientation, or the Covered Person’s eligibility under any Delta Dental plan. In addition, Hygienist may not discriminate, with respect to the provision of legally authorized dental hygiene services, against Covered Persons that are participants in a publicly financed program.

7. Compliance with Rules and Regulations. Hygienist agrees to abide by all of the rules and regulations, contained in the Delta Dental Provider Handbook provided by the Corporation, concerned with the furnishing of dental services under the Delta Dental PPO and Premier programs to the Covered Person and relating to Hygienist’s relations with the Covered Person and with the Corporation, as stated in this Participating Agreement and established by the Board of Trustees of the Corporation. Such rules and regulations include, but are not limited to, those rules and regulations governing credentialing, quality assurance, and utilization management, which rules and regulations may be amended from time to time by the Corporation upon Notice to Hygienist and are incorporated by reference herein. The current Delta Dental Dentist Handbook, attached to this Agreement as Exhibit A and as updated from time to time in the discretion of the Corporation, is hereby incorporated into this Agreement by reference.

8. Payment for Services.

a. For any Covered Persons enrolled in a PPO plan issued and delivered by the Corporation or any other Delta Dental member company that recognizes Independent Registered Dental Hygienists as dental service providers eligible for reimbursement, the Corporation agrees to pay Hygienist for dental hygiene services actually performed by Hygienist on such Covered Persons in accordance with the Delta Dental PPO Schedule of Allowances. Such PPO Schedule of Allowances has been established by the Corporation and is subject to change from time to time in the Corporation’s sole and absolute discretion. Hygienist agrees to accept as payment in full for covered services rendered to Covered Persons enrolled in any Delta Dental PPO Plan the lesser of (1) the Delta Dental PPO Schedule of Allowances or (2) the fee actually charged by Hygienist.

b. For any Covered Persons enrolled in a Delta Dental Premier Plan issued and delivered by the Corporation or any other Delta Dental member company that
recognizes Independent Registered Dental Hygienists as dental service providers eligible for reimbursement, the Corporation agrees to pay Hygienist for dental hygiene services actually performed by Hygienist on such Covered Persons in accordance with the Delta Dental Maximum Plan Allowance established by the Corporation and subject to change from time to time in the Corporation’s sole and absolute discretion. Hygienist agrees to accept as payment in full for covered services rendered to Covered Persons enrolled in a Delta Dental Premier Plan the lesser of (1) the Delta Dental Maximum Plan Allowance or (2) the fee actually charged by Hygienist.

c. Hygienist shall submit claims for payment in a manner and format required by the Corporation, and shall receive payment via electronic funds transfer or any other method selected by the Corporation in its sole discretion.

d. Covered Persons shall not, in any circumstance, be liable for money owed to Hygienist by the Corporation and in no event shall the Hygienist collect, or attempt to collect, from a Covered Person, any money owed to Hygienist by the Corporation.

e. Hygienist shall not waive any deductibles, coinsurance, or co-payments required under any Delta Dental dental plan unless this action has been coordinated with the Corporation as required by the Corporation’s Discount Policies.

f. It is the responsibility of the Hygienist to collect applicable coinsurance, copayments, or deductibles from Covered Persons pursuant to the evidence of coverage. It is also Hygienist’s obligation to notify Covered Persons of their personal financial obligations for non-covered services.

g. Hygienist shall not be subjected to a financial disincentive based on referring a Covered Person for dental treatment to a participating Dental Service Provider, so long as the Hygienist making the referral adheres to the Corporation’s policies and procedures contained in the Delta Dental Dentist Handbook provided by the Corporation.

h. The Corporation adheres to the State of Colorado requirements for prompt payment of claims. Claims not paid in accordance with these requirements will involve payment of interest and/or penalties to Hygienist, or Covered Person, as required by law.

i. Hygienist agrees to submit claims on behalf of Covered Persons to the Corporation within 12 months of the date of service completion.

j. Except in instances of fraud or abuse by Hygienist, any adjustments to claims required as a result of underpayment or overpayment by the Hygienist or the Corporation shall be limited to 12 months from the original date of payment or denial.

9. **Contract Compliance.**

a. Hygienist shall maintain legible treatment and financial records with respect to Covered Persons to whom Hygienist provides dental hygiene services. Hygienist agrees to provide verification that the fees charged Covered Persons covered
under Delta Dental PPO plans are in accordance with the Delta Dental PPO Schedule of Allowances, that the fees charged Covered Persons covered under Delta Dental Premier plans are in accordance with the Maximum Plan Allowance, and that Hygienist will allow a representative of the Corporation to examine such records as necessary to provide this proof.

b. Hygienist shall keep accurate and current dental files and records for each Covered Person. Hygienist agrees to comply with all applicable laws and regulations regarding the privacy and confidentiality of such records. Hygienist shall cooperate with the Corporation in securing proper authorization to release dental files and records to the Corporation and shall make records available for inspection and copying by the Corporation during normal business hours.

10. **Independent Contractor.** Hygienist is an independent contractor. None of the provisions of this Agreement are intended to create or to be construed as creating any employee-employer relationship. Hygienist shall not subcontract rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the Corporation.

11. **Directory of Names and Services.** Hygienist agrees that, subject to the limitations of this Paragraph 11, the Corporation may include the name and other pertinent information of Hygienist in a directory of Delta Dental Dental Service Providers that may be distributed periodically to Covered Persons under the applicable Delta Dental program.

12. **Amendment of the Agreement.** This Agreement may be amended by the Corporation upon written Notice to Hygienist at least 90 days before the effective date of the amendment. If Hygienist fails to object to the amendment within 15 days of Notice, the amendment will be deemed approved by Hygienist. Changes in reimbursement do not require 90 days notice.

13. **Termination.**
   a. Either party to this Agreement may terminate this Agreement, without cause, with a written 60 day notice.
   b. In the event that Corporation terminates this Agreement without cause and fails to provide 60 days’ notice to any Covered Person(s), the Corporation and the Hygienist shall allow any such Covered Person(s) to continue receiving care, which will be covered by the Corporation pursuant to Covered Person’s contract, for 60 days from the date this Agreement is terminated by the Corporation, without cause.
   c. In the instance of failure to maintain a license, failure to recredential, or any other serious misconduct, the hygienist will be terminated immediately. The Corporation may terminate this Agreement for cause with a 60 day notice. Termination for cause may include but is not limited to, irregular billing, falsification of reports, failure to comply with audit and certification requirements, falsification of patient or office records, or if Hygienist or any of Hygienist’s employed or volunteer Dental Service Providers engages in offensive, abusive, obscene or threatening behavior toward any employee of the Corporation. Hygienist will be notified that his/her participation status is being reviewed by the
Corporation. If the Corporation’s decision is to terminate the participating agreement, Hygienist will be notified of the right to appeal in accordance with Corporation’s policies and procedures set out in the Delta Dental Dentist Handbook. In instances of failure by any Dental Service Provider employed by Hygienist to maintain a license or engagement by Hygienist or any of its employed or volunteer Dental Service Providers in any other serious misconduct, Hygienist will be immediately terminated.

d. If the Hygienist wishes to terminate this Agreement, Hygienist shall provide Notice as set forth below in Section 15.

14. Provider Dispute Resolution.

a. Pursuant to Colorado State requirements, Hygienist may dispute an administrative, payment, or other dispute that does not involve a utilization review analysis through a formal provider dispute resolution process. Such process does not include routine provider inquiries that the Corporation resolves in a timely fashion through existing informal processes.

b. Information on the formal provider dispute resolution process can be obtained in Colorado Insurance Regulation 4-2-23. The Corporation’s procedures for the dispute resolution process can be obtained upon request from the Corporation.

15. Notice. Any Notices required to be given shall be sent by United States Mail to the last known address of the party to receive the notice, with the postage prepaid. Notice shall be deemed given upon the date of mailing. Nothing in this section shall preclude the parties from communicating via electronic and other media. However, Notice shall only be deemed given when made in writing and sent via U.S. Mail.

16. Non-Assignment. Hygienist shall not assign any of its rights or obligations under this Agreement. The Corporation may assign this Agreement to an affiliated entity without prior consent of Hygienist.

17. All provisions of the Agreement must be accepted by Hygienist for the Agreement to be valid. Exclusion of one provision will invalidate the whole Agreement.

18. If any portion of this Agreement conflicts with State or Federal statutes, then the applicable State or Federal statute will take precedence over this Agreement.

19. The parties hereby agree that signed Contracts and Agreements may be delivered by fax or email and that such fax or email shall be binding as if it were the original signature.

IN WITNESS WHEREOF, the Parties hereto have agreed to the terms of this Agreement.

Dental Hygienist

COLORADO DENTAL SERVICES, INC.
d/b/a Delta Dental of Colorado

Print Hygienist Name
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