

This Agreement is made effective \_\_\_\_\_, 20\_\_\_\_, by and between Delta Dental of Rhode Island, 10 Charles Street, Providence, Rhode Island (“Delta Dental”) and the undersigned dental benefits group (“the Group”).

### RECITALS

I. Delta Dental supplies dental benefits coverage and/or administrative services in connection with the Group’s dental benefits program.

II. Delta Dental and the Group desire to permit and provide for certain enrollment, eligibility, billing and/or payment transactions to be entered directly by certain persons identified by the Group, subject to the terms, conditions, protections and controls set forth herein. The persons identified as authorized to enter transactions may either be employed by the Group or otherwise engaged by the Group to perform those transactions on its behalf.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. In accordance with the procedures and instructions provided by Delta Dental and the terms and conditions hereof, the Authorized Online Access Administrator identified in Schedule A and the persons granted access by the Online Access Administrator shall be provided with electronic access for purposes of entering data relating to the enrollment, eligibility, billing and/or payment data necessary for the proper administration of the Group’s dental benefits program (“the Transactions”).
2. The Group agrees that the Authorized Online Access Administrator identified on Schedule A hereto and the persons granted access by the Authorized Online Access Administrator in accordance with the provisions hereof shall be the only individuals allowed to make Transactions. Delta Dental will send an email invitation to the Group to designate an Online Access Administrator. Accepting this email invitation will provide the Online Access Administrator with the authority to assign division (sub-location) access as the Group deems appropriate. The Group agrees to preserve and maintain the confidentiality of the identification number(s) and password(s) and to adopt and enforce such controls as may be necessary to accomplish the same. The Group also agrees to accept responsibility for granting and revoking access for any divisions (sub-locations), brokers and/or third-party administrators.
3. Notwithstanding any other provision of this Agreement, the Group agrees that Delta Dental may regard as accurate and authorized each eligibility, enrollment, billing and/or payment Transaction made through the use of the Online Access Administrator account and/or access provided by the Online Access Administrator to any division (sub-location), broker and/or third-party administrator. The Group agrees to indemnify and defend Delta Dental and hold Delta Dental and its officers, employees and agents harmless with respect to any claim, demand, expense, and liability arising from any error, omission, unauthorized transaction, or inaccuracy of any nature in the enrollment, eligibility, billing and/or payment data provided to Delta Dental with respect to the Group. Delta Dental shall be under no obligation to independently verify any such information, the intention of this Agreement being to provide the Group with a facility to directly and expeditiously update and modify the enrollment, eligibility, billing and/or payment data necessary for the proper administration of the Group’s dental benefits program and to accept responsibility for the accuracy of said information.
4. Delta Dental reserves the right to modify, withdraw, or terminate the direct access facility contemplated by this Agreement at any time upon reasonable advance written notice to the Group.

IN WITNESS WHEREOF the parties have executed this Agreement as of the effective date set forth above.

AS THE GROUP’S AUTHORIZED REPRESENTATIVE, I certify that I have not altered the terms of this Agreement as provided to the Group by Delta Dental in either written form or in a pdf file.

\*GROUP NAME: \_\_\_\_\_

DELTA DENTAL OF RHODE ISLAND

\*Print Name: \_\_\_\_\_

Print Name: Joseph Perroni

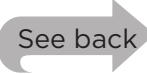
\*Signature: \_\_\_\_\_

Signature: 

\*Title: \_\_\_\_\_

Title: Vice President, Sales & Business Relations

\*Required Field

 See back

**SCHEDULE A**

\*Group Number: \_\_\_\_\_

\*Division Number: \_\_\_\_\_  
(if applicable)

\*Group Name: \_\_\_\_\_

\*Group Address: \_\_\_\_\_  
\_\_\_\_\_

All group accounts will designate one employee as the Online Access Administrator (as indicated below). The Online Access Administrator may grant account access and permissions to different users in different functions within your organization or to your organization’s authorized broker or third-party administrator. As Online Access Administrator for your organization, the designated employee is responsible for granting and revoking account access and permissions as your organization deems appropriate. If you use the services of an outside broker or any other third-party administrator, the Online Access Administrator is responsible for managing that party’s account access, including revoking online account permissions should your organization change brokers or third-party administrators, and compliance with HIPAA security and confidentiality requirements, as applicable.

**Authorized Online Access Administrator**

\*Name: \_\_\_\_\_

\*Title: \_\_\_\_\_

\*Email Address (required): \_\_\_\_\_

*Note: The designated employee will receive an email invitation to register as an Online Access Administrator.*

\*Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_  
(Please Print Name)

\*Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please Sign Name)

*Note: It typically takes a few weeks to process a completed Direct Electronic Access Agreement. Until you receive your invitation email, please forward subscriber changes and additions directly to the enrollment department via fax at 1-401-752-6040 or by email at enrollment@deltadentalri.com. Please include this form with your Group paperwork or send via email to accountservices@deltadentalri.com.*

\*Required Field