

North American Preferred

PARTICIPATING DENTIST AGREEMENT

I. RECITALS:

- 1.1 This Agreement shall be effective on _____, between Meritain Health, Inc., d/b/a North American Preferred (“NAP”) and _____, (“DENTIST”).
- 1.2 NAP is a Preferred Provider Organization (“PPO”) which coordinates “Preferred Provider” medical services arrangements between providers of these services and the payors of these services. NAP’s payor clients, who may be employers, unions, or insurers, contract with NAP as an agent to provide a network of providers for the delivery of cost-efficient quality medical services to their benefit plan participants. Such participants will be known as PPO Members.
- 1.3 DENTIST is duly licensed to practice dentistry in the state on the Participating Dentist Application attached hereto and incorporated into this Agreement.
- 1.4 NAP desires to contract with DENTIST and DENTIST desires to be a Participating Provider in NAP’s PPO.

II. DEFINITIONS:

- 2.1 PARTICIPATING DENTIST means a dentist who has entered into an Agreement with NAP to provide covered services to PPO Members.
- 2.2 UTILIZATION REVIEW (“UR”) and QUALITY ASSURANCE (“QU”) means a program established by NAP to assure that a PPO Member receives medically necessary dental services and quality patient care.
- 2.3 COVERED SERVICES are Medically Necessary services, both professional and hospital, which NAP arranges to provide to PPO Members as set forth in the Benefit Plan.
- 2.4 EMERGENCY SERVICES are Medically Necessary services rendered to treat the sudden and unexpected onset of an illness or injury of such nature that the life of the PPO Member would be threatened or permanent disability would result without immediate medical treatment.

- 2.5 MEDICALLY NECESSARY health care services are those required to preserve and maintain a PPO Member's health in accordance with acceptable standards of medical practice and received in an appropriate setting. The Medical Director, or his designee, of NAP shall determine whether a particular health care service rendered to a PPO Member is Medically Necessary for the purpose of determining whether such health care services are Covered Services and not for the purpose of practicing medicine or determining a course of treatment, which course is to be determined by the Participating Provider.

III. DENTIST RESPONSIBILITIES:

- 3.1 DENTIST agrees to provide Covered Services to PPO Members which are Medically Necessary and appropriate for the diagnosis. DENTIST agrees, where appropriate, to refer PPO Members to other Participating Providers.
- 3.2 DENTIST agrees to participate in the Utilization Review and Quality Assurance programs established by NAP in consultation with its Dental Advisor Board.
- 3.3 DENTIST has completed the Participating Dentist Application, which is attached to and is part of this Agreement.
- 3.4 DENTIST agrees to provide Covered Services to PPO Members, no matter where rendered, on the same basis as to non-Members regardless of race, sex, age, religion, health status, or PPO membership.
- 3.5 DENTIST shall render Covered Services in accordance with generally accepted professional standards of care, safety and efficiency and in compliance with all relevant federal, state and local laws and regulations.
- 3.6 DENTIST agrees to cooperate with NAP reviews of the quality, necessity and appropriateness of services rendered to PPO Members and on the investigation of any grievances of PPO Members and to abide by decisions made by NAP thereon.
- 3.7 DENTIST agrees that claim and utilization review decisions by NAP pursuant to the applicable benefit Plan made for the sole purpose of determining whether the services rendered are Covered Services. Such decisions shall not affect DENTIST'S responsibility to provide care in a manner consistent with sound professional judgment and practice. Nothing herein contained and nothing in such decisions shall be construed to require DENTIST to take any action inconsistent with DENTIST'S professional judgment regarding a PPO Member's care.

- 3.8 PROVIDER agrees to maintain adequate records for all care provided to PPO Members and, subject to appropriate laws and regulations pertaining to the confidentiality of such records, provide such records and other information to NAP and/or its designee(s) at no charge as may be requested for NAP to make determinations regarding quality, utilization, grievance or claims payment reviews, NAP will only pay for Covered Services which are documented in the PROVIDER's records.
- 3.9 PROVIDER will, during the term of this Agreement, maintain his or her license to practice in the state listed on the Participating Provider Application. No payment will be made under this Agreement for any services rendered during any time when PROVIDER is not so licensed.

IV. NAP RESPONSIBILITIES:

- 4.1 NAP agrees to grant DENTIST the status of "Participating Dentist," to identify DENTIST as such in informational and promotional materials, and to direct PPO Members to Participating Dentists by listing DENTIST as a Participating Dentist until this Agreement terminates.
- 4.2 NAP will verify a Member's coverage status, if requested by DENTIST.
- 4.3 NAP agrees to provide DENTIST with a list of Participating Providers.

V. NAP RESPONSIBILITIES:

- 5.1 DENTIST shall submit to NAP complete typed and coded billing forms or such other format, such as electronic claims submission, diskette or tape, as NAP may approve or require, for Covered Services provided to a PPO member. Claims should be submitted within 60 days following the date of service or discharge. Claims not filed with NAP within such time will not be paid and DENTIST agrees not to seek payment from the PPO Member or any other person for any such services. If the claim is a clean claim, NAP shall reimburse DENTIST in accordance with NAP Fee Schedule. If the claim is not complete, NAP will reimburse DENTIST in accordance with the discounts in the NAP Fee Schedule upon receipt of any follow-up documentation that may be required. DENTIST acknowledges that Meritain Health, Inc., as a third party administrator, is not an insurer or guarantor under this Agreement and that Meritain Health's Clients are ultimately liable to pay all bills to DENTIST.

- 5.2 DENTIST agrees to bill NAP for Covered Services provided. For Covered Services DENTIST will accept from NAP, or in the case of self-insured NAP clients, from NAP on behalf of such clients, the amounts set forth in the NAP Fee Schedule as payment in full and will not bill or seek payment from PPO Members.

Further, DENTIST agrees not to seek payment from PPO Members for services determined by NAP not to be Medically Necessary or when DENTIST does not follow NAP's authorization, referral or utilization protocols.

- 5.3 Notwithstanding the foregoing, DENTIST shall collect any applicable co-payment, co-insurance, deductible, or amounts that may be payable under the PPO Member's Benefit Plan. DENTIST may collect for Non-Covered Services, including services which are not Medically Necessary, provided that the Member is informed in advance in writing that the service may not be a Covered Service or may not be Medically Necessary and the PPO Member agrees in writing to be personally liable for payment for such services.

- 5.4 DENTIST will cooperate with NAP in coordination of benefits and similar programs to assure that payment is obtained from other health benefit payors or from workers' compensation or no-fault automobile insurance programs when such payments are available and are primary to the Benefit Plan. If the plan of NAP is secondary to another payor and that primary payor has a fee schedule which DENTIST has agreed to accept as payment in full, no balance will be due from NAP. If the primary payor has no negotiated rates with DENTIST, DENTIST agrees to accept such amount, which when added to the primary payor's benefit, is equal to the amount provided in this Agreement. DENTIST agrees to cooperate with NAP in obtaining from PPO Members all available information regarding PO Members' coverage for health care services from other payors.

- 5.5 DENTIST agrees to promptly refund to NAP, or, at the option of NAP, allow NAP to offset against future amounts payable, any amount that NAP has paid to DENTIST through error or mistake of NAP, or any other person or entity or which should have been paid by another health benefit payor or workers' compensation or no fault automobile insurance program.

- 5.6 NAP will deduct from payment for Covered Services any applicable visit fee or co-payment.

VI. UTILIZATION REVIEW (UR) AND QUALITY ASSURANCE (QA):

- 6.1 NAP shall establish a UR and QA program to assure that a PPO Member receives necessary dental services and quality patient care. DENTIST agrees to furnish NAP such reasonable information as may be requested for a Member's case.

- 6.2 DENTIST agrees to comply with the program policies and procedures established by NAP and Dental Advisory Board.

VII. LIABILITY AND INSURANCE:

- 7.1 NAP and DENTIST are independent contractors entering into this agreement for each party's respective benefit. DENTIST and NAP each agree to indemnify and hold harmless the other from any and all liability which may result from the negligence of the other party or its agents or employees. This indemnification and hold harmless provision is intended solely for the benefit of NAP and DENTIST, not for third parties.
- 7.2 DENTIST, at his/her sole expense, agrees to maintain in effect policies of professional liability insurance in minimum amounts of \$1 million per occurrence, \$3 million aggregate, or the minimum amount required by the state in which DENTIST is licensed, and adequate comprehensive general liability insurance. Upon request from NAP, DENTIST shall supply NAP with copies of his/her insurance policies. DENTIST agrees to immediately provide NAP written notice of any change in the status of coverage, including but not limited to termination or decrease in the limits of coverage.

VIII. MARKETING, ADVERTISING, AND PUBLICITY:

- 8.1 NAP shall encourage PPO Members to utilize Participating Dentists. NAP shall have the right to use the name of the DENTIST for purposes of informing Members and prospective Members of the identity of Participating Dentists.

IX. TERMS AND TERMINATION:

- 9.1 This Agreement is effective as of the date noted on page one, and continues in effect until terminated.
- 9.2 This Agreement may be terminated:
1. At any time by mutual agreement between DENTIST and NAP;
 2. Immediately and without notice in the event that either party hereto is no longer licensed or authorized by government regulatory agencies to perform its obligations and/or responsibilities under this Agreement;
 3. By NAP immediately in the event DENTIST:
 - a. loses or suffers a reduction of its professional liability insurance; or

- b. commits any act or engages in any conduct for which his or her license is, or may be, revoked, suspended or restricted by any licensing authority.
- 4. Except as otherwise provided herein, by either party upon not less than ten (10) days prior written notice to the other in the event:
 - a. of a material breach of the Agreement by the other party. A material breach shall occur if either party shall fail to keep, observe, pay or perform any material covenant, obligation, term or provision of this Agreement and such condition is not remedied within sixty (60) days after receipt by one party from the other party of written notice thereof;
 - b. a party becomes insolvent, bankrupt, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or consents to the appointment of a trustee or receiver;
 - c. a trustee or receiver is appointed for a substantial part of the properties of a party and the appointment is not dismissed within thirty (30) days.
 - d. Bankruptcy, reorganization, arrangement or liquidation proceedings are instituted by or against a party, and if against a party are consented to or remain undismissed for thirty (30) days; or
 - e. The enactment of any federal, state or local law or regulation or the written interpretation of any law or regulation by a court or government agency affects the method of reimbursement or any other material provision of this Agreement in a significant and major manner.
- 5. By NAP upon not less than thirty (30) days prior written notice, in the event DENTIST fails to meet the participation standards for Participating Providers adopted by NAP from time to time including, but not limited to, complying with the utilization, credentialing and quality review standards established by NAP.
- 6. By either party upon not less than ninety (90) days prior written notice.

- 9.3 In the event this Agreement is terminated, PPO Members who are undergoing a course of therapy may continue to undergo such course of therapy until NAP is able to transfer such PPO Members to other Participating Providers. DENTIST shall be eligible for reimbursement at the rates set forth in this Agreement until the PPO Member is transferred or discharged.
- 9.4 With respect to medical services rendered to PPO Members prior to termination of this Agreement, NAP shall continue, after the termination of this Agreement, to have access to any required medical records in accordance with state law.

X. AGREEMENT AND AMENDMENTS:

- 10.1 It is understood that DENTIST has a direct relationship with PPO Members and that the traditional physician/patient relationship is not disturbed by this Agreement.
- 10.2 All notices required under this Agreement shall be in writing and sent by mail to the address set forth for each party.
- 10.3 The Agreement may be amended:
1. By a written amendment signed by each party; or
 2. By NAP at any time provided that such amendment shall first become effective thirty (30) days after such Amendment has been mailed to DENTIST.
- 10.4 This Agreement shall be governed by the laws of the state listed on the Participating Dental Application. Any action brought hereunder or relating to this Agreement shall be brought in a court in Erie County, State of New York.
- 10.5 Neither DENTIST nor NAP may assign this Agreement, in whole or in part, or rights under this Agreement, without the written consent of the other party, provided however that NAP may assign this Agreement to a parent, subsidiary or affiliate.
- This Agreement shall extend to and be binding upon any assignee of NAP or DENTIST.
- 10.6 Any waiver by either party of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

10.7 It is expressly agreed by and between the parties that this is not an exclusive arrangement:

1. DENTIST shall retain his or her full right and ability to establish, contract, or otherwise associate with any other health maintenance organization, individual practice association, preferred provider organization, insurer, third party payor or other entity without being deemed in breach of this Agreement provided that any contract or other arrangement with any of the foregoing entities shall not interfere with or prevent DENTIST from fulfilling his or her obligations under this Agreement.
2. NAP shall retain its full right and ability to establish, contract or otherwise associate with any other dentist or other provider of services provided that any contract or arrangement with any such dentist or other provider of services shall not interfere with or prevent NAP from fulfilling its obligation under this Agreement.

10.8 The appropriate party will use its best efforts to obtain any regulatory approvals that may be required of this Agreement. In the event such approval is denied, or is conditioned upon certain changes hereto, the parties will enter into good faith negotiations to revise this Agreement to the extent necessary to obtain regulatory approval.

10.9 This Agreement, together with the Participating Dental Application, constitutes the entire contract between NAP and DENTIST.

MERITAIN HEALTH, INC.
d/b/a NORTH AMERICAN PREFERRED:

DENTIST:

Name (please print)

Name (please print)

(Signature)

(Dentist Signature)

(Title)

(Print Dentist Name)

(Date)

(Date)