



PARTICIPATING DENTIST AGREEMENT

I. RECITALS:

- 1.1 This Agreement shall be effective on _____, between **Meritain Health, Inc., d/b/a DDS CareNet** and _____, ("DENTIST").
- 1.2 DDS CareNet is a Preferred Provider Organization ("PPO") which coordinates "Preferred Provider" medical services arrangements between providers of these services and the payors of these services. DDS CareNet's payor clients, who may be employers, unions, insurers, or plan administrators, contract with DDS CareNet as an agent to provide a network of providers for the delivery of dental services to their benefit plan participants. Such participants will be known as PPO Members.

II. DEFINITIONS:

- 2.1 PARTICIPATING DENTIST means a dentist who has entered into an Agreement with DDS CareNet to provide covered services to PPO Members.
- 2.2 COVERED SERVICES are Medically Necessary services, which DDS CareNet arranges to provide to PPO Members as set forth in a Benefit Plan of a payor.

III. DENTIST RESPONSIBILITIES:

- 3.1 DENTIST has completed the Participating Dentist Application, which is attached to, and is part of, this Agreement.
- 3.2 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.
- 3.3 DENTIST agrees, where appropriate, to refer PPO Members to other Participating Providers.
- 3.4 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.

- 3.5 DENTIST agrees to cooperate with DDS CareNet quality reviews of the necessity and appropriateness of services rendered to PPO Members, to make the dental records available, and upon the investigation of any grievances of PPO Members, to abide by decisions made by DDS CareNet thereon.
- 3.6 DENTIST agrees that claim and utilization review decisions by DDS CareNet 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.
- 3.7 DENTIST shall submit claims within 60 days of the date of service.
- 3.8 DENTIST agrees to bill DDS CareNet for Covered Services provided. For Covered Services DENTIST will accept from DDS CareNet the amounts set forth in the DDS CareNet Fee Schedule as payment in full, and will not bill or seek payment from PPO Members.
- 3.9 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.
- 3.10 DENTIST will cooperate with DDS CareNet 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.
- 3.11 DENTIST is duly licensed to practice dentistry in the state in which he/she is domiciled. DENTIST will, during the term of this Agreement, maintain his or her license to practice in the state listed on the Participating Dentist Application.

IV. DDS CareNet RESPONSIBILITIES:

- 4.1 DDS CareNet 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. DDS CareNet 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.
- 4.2 DDS CareNet agrees to provide DENTIST with a list of Participating Providers.

V. LIABILITY AND INSURANCE:

- 5.1** DDS CareNet and DENTIST are independent contractors entering into this agreement for each party's respective benefit. DENTIST and DDS CareNet 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 DDS CareNet and DENTIST, not for third parties.
- 5.2** 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. Upon request from DDS CareNet, DENTIST shall supply DDS CareNet with copies of his/her insurance policies. DENTIST agrees to immediately provide DDS CareNet written notice of any change in the status of coverage, including but not limited to, termination or decrease in the limits of coverage.

VI. TERM AND TERMINATION:

- 6.1** This Agreement is effective as of the date noted on page one, and continues in effect until terminated.
- 6.2** This Agreement may be terminated:
1. At any time by mutual agreement between DENTIST and DDS CareNet;
 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 DDS CareNet 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.
 - c. DENTIST fails to comply with the utilization, credentialing and quality review standards established by DDS CareNet.
 4. By either party upon not less than ninety (90) days prior written notice.

VII. AGREEMENT AND AMENDMENTS:

- 7.1 It is understood that DENTIST has a direct relationship with PPO Members and that the traditional dentist/patient relationship is not disturbed by this Agreement.
- 7.2 All notices required under this Agreement shall be in writing and sent by mail to the address set forth for each party.
- 7.3 The Agreement may be amended:
 - 1. By a written amendment signed by each party; or
 - 2. By DDS CareNet at any time, provided that such amendment shall first become effective thirty (30) days after such Amendment has been mailed to DENTIST.
- 7.4 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.
- 7.5 This Agreement is assignable by DDS CareNet or DENTIST.
- 7.6 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.
 - 2. DDS CareNet shall retain its full right and ability to establish, contract or otherwise associate with any other dentist or other provider of services.
- 7.7 This Agreement, together with the Participating Dentist Application and Exhibit I attached, constitutes the entire contract between DDS CareNet and DENTIST.

MERITAIN HEALTH, INC. DENTIST
d/b/a DDS CARENET

Name (please print)

Dentist Name (please print)

(Signature)

(Dentist Signature)

(Title)

(Date)

(Date)