

Dentist PLLC
PARTICIPATING DENTIST AGREEMENT

This **PARTICIPATING DENTIST AGREEMENT** ("Agreement") effective this ____ day of _____, 2____ (the "**Effective Date**"), is by and between Dentists, P.L.L.C., a Texas professional limited liability company ("**IPA**"), and the individual licensed to provide, or if the aforesaid is a legal entity the members of the entity which are licensed to provide services in the State of Texas, whose name and signature appear below ("**Dentist**").

WITNESSETH

WHEREAS, IPA has as its primary objective arranging for the delivery of certain health services through a cost effective, coordinated, and integrated dental care delivery system; and

WHEREAS, IPA has entered or will enter into agreements with Payors offering the benefits of its integrated dental care delivery system; and

WHEREAS, Dentist desires membership in and with IPA, and to provide dental care to Members in accordance with the terms of this Agreement; and

WHEREAS, Dentist has completed an IPA Dentist Application which is incorporated into and made part of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are forever confessed, it is agreed by and between the parties as follows:

ARTICLE I. DEFINITIONS

For purposes of this Agreement, the following terms have the ascribed meaning:

- 1.1 **Accredited Payor.** A Payor who pursuant to Texas or federal law is required to be accredited by either the National Committee for Quality Assurance, the Accreditation Association for Ambulatory Health Care, or the Joint Commission on Accreditation of Healthcare Organizations.
- 1.2 **Agreement.** A Payor Agreement under which the compensation for providing services to Members is based upon the number and characteristics (e.g.: age, sex, and demographic factors) of Members covered under the Capitation Agreement and not based upon the actual services provided to those Members.
- 1.3 **At-risk Payor Agreement.** A Payor Agreement under which IPA will operate as an integrated economic joint venture, as that term has been adopted and used by the Federal Trade Commission and the Department of Justice, such that IPA will provide services under that Payor Agreement, including those of Dentist pursuant to this Agreement, on a prepaid basis. Under each At-risk Payor Agreement, IPA Dentists will share substantial risk of adverse financial results caused by unexpectedly high utilization or costs of health care services. See "Limited At-Risk Payor Agreement" defined below.
- 1.4 **Clean Claim.** A claim that has all required substantiating documentation permitting timely payment on the claim in accordance with this Agreement.
- 1.5 **Commercial HMO.** A Payor that is a health maintenance organization licensed under Chapter 20A, Texas Insurance Code that provides prepaid basic health care services to enrollees other than Medicaid recipients.
- 1.6 **Commercial HMO Plan.** A Plan offered by a Commercial HMO including without limitation, persons eligible for benefits under Medicaid or Medicare pursuant to a contract under Section 1876 of the

Social Security Act, as amended.

- 1.7 **Co-payment.** Any amount required to be paid by or on behalf of a Member for Plan Benefits including those Plan Benefits for which no Payor shares financial responsibility which payment a Plan has defined otherwise.
- 1.8 **Covered Dental Services.** All Dentally Necessary dental services provided by a Dentist within Provider's capabilities, that Provider is licensed to provide to a Member (i) for which a Payor is obligated to pay or reimburse all or any part of Dentist's charges pursuant to a Plan or (ii) which are available or arranged for under a Plan for a Co-payment specified by the Plan.
- 1.9 **Credentialing.** The review process by a hospital, IPA, insurer, or Payor to approve a provider, including but not limited to, on site review, detailed review of documents, dental license, evidence of malpractice insurance (in cases where the insurance is needed or not provided by the supporting hospital or HMO by agreement), history involving actual or alleged malpractice, and educational background of professional providers; may apply to seeking candidacy on core panels.
- 1.10 **Deductible.** The amount of expenses a Member must incur during a defined period of time before the applicable Plan pays benefits.
- 1.11 **Dental Advisory Board.** A committee of Dentists appointed by IPA to advise IPA on professional standards and quality matters.
- 1.12 **Dental Care Services.** Those Dentally Necessary services to be provided by Dentist for Members of Plans as Plan Benefits.
- 1.13 **Dental Director.** A dentist appointed by IPA who shall (i) serve as liaison between IPA, Dentists, and Plans; (ii) review and monitor the quality of care and professional conduct of Dentists; and, (iii) preside over Dental Advisory Board meetings.
- 1.14 **Dental Facility.** The location of a Dentist's office where Members shall receive their Dental Care Services.
- 1.15 **Dentally Necessary.** Those Covered Dental Services that are determined under the applicable Utilization Management Program to be:
 - (a) appropriate and necessary for the symptoms, diagnosis, or treatment of a dental condition;
 - (b) provided for the diagnosis or direct care and treatment of a dental condition; and
 - (c) within standards of good dental practice within the organized dental community of the treating provider; and
 - (d) not primarily for the convenience of the Member or the treating provider; and
 - (e) consistent with the professional and ethical standards of the American Dental Association, the Utilization Management Program, the Quality Assurance Program, and the requirements of the Benefit Program under which the Covered Dental Services are rendered; and
 - (f) an appropriate and cost-effective service or supply consistent with generally accepted dental standards of care.
- 1.16 **Dentist.** An individual dentist, who is duly licensed to practice dentistry by the Board of Dental Examiners of the State of Texas (or the dentist's corporation, partnership, group practice or other entity) entering into this Agreement as an independent contractor to provide Dental Care Services to Members. In the case of a group or other entity, or any associate dentist, providing services hereunder, the duties and covenants of this Agreement to be performed by Dentists shall be deemed to extend to and to have been agreed to by such additional individual dentist who provides Dental Care Services to any Plan Member hereunder, whether or not such additional dentist has executed this Agreement.
- 1.17 **Emergency.** Dental conditions of a recent onset and severity, including but not limited to severe pain, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that his or her condition, sickness, or injury is of such a nature that failure to get immediate dental care could result in: (i) placing the patient's health in serious jeopardy; (ii) serious impairment of bodily functions; (iii) serious dysfunction of any oral anatomy, or; (iv) serious disfigurement; or as otherwise defined in a Payor Agreement, Plan, or Plan Benefits.

- 1.18 **Excluded Services.** Any and all dental services which are not Covered Dental Services, which shall be performed upon the request and at the sole cost and expense of Member.
- 1.19 **Fee-for-Service Agreement.** A Payor Agreement under which the compensation for providing services to Members is based at least in part upon the actual services provided to Members covered under the Fee for Service Agreement and upon the submission of claims for those services.
- 1.20 **Indemnity Program.** An insurance program which provides reimbursement to the entitled Members or dentists for benefits under a contract.
- 1.21 **IPA.** Independent Practice Association which seeks payor contracts and directs patients and specified revenues to independent dentists maintaining economically separate, private practices.
- 1.22 **IPA Dentist.** A Dentist who has contracted, directly or indirectly, as an independent contractor with IPA to provide Plan Benefits to Members.
- 1.23 **IPA Hospital.** A facility, licensed under Texas law as a general acute care hospital and eligible for participation under the programs established by Titles XVIII and XIX of the Social Security Act, and which has contracted, directly or indirectly, as an independent contractor with IPA to provide certain Plan Benefits to Members.
- 1.24 **Limited At-Risk Payor Agreement.** An At-Risk Payor Agreement under which the liability of the IPA Dentist is limited to responsibility for providing the Dentist's own professional services and other services routinely performed in the Dentist's office and specifically excluding financial responsibility for hospital, pharmacy, and referral provider expenses.
- 1.25 **Medicare Advantage Organization.** A public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements.
- 1.26 **MA Plan.** Health benefits coverage offered under a policy or contract by an MA organization that includes a specific set of health benefits offered at a uniform premium and uniform level of cost-sharing to all Medicare beneficiaries residing in the service area (or segment of the service area) of the MA plan.
- 1.27 **MA-Prescription Drug Plan (MA-PD Plan).** An MA plan that provides qualified prescription drug coverage under Part D of the Social Security Act.
- 1.28 **Member.** Any person who is eligible and enrolled to receive Plan Benefits.
- 1.29 **Normal Charge.** The usual and customary charge per individual unit of service.
- 1.30 **Participating Dentist.** Those IPA Dentists and all other licensed dentists who are either employed by Dentist or Dentist's corporation who have entered into this Agreement.
- 1.31 **Participating Patient.** Those Members who receive Covered Dental Services from Participating Dentists under a Plan.
- 1.32 **Payor.** An insurance company, Medicare Advantage Organization, MA Plan, MA-PD Plan, third party administrator, employer, federal or state entity or any other person or entity that is ultimately responsible for payment of all or part of health care services provided to Members, exclusive of the Members' Co-payment or Deductible obligations, which has entered into a Payor Agreement with IPA either directly or through an authorized agent or broker.
- 1.33 **Payor Agreement.** An agreement, direct or indirect, by and between a Payor and IPA under which IPA agrees on behalf of Participating Dentists to arrange for provision of certain dental care services to Payor Plan Members.
- 1.34 **Peer Review.** An evaluation by a group of unbiased practicing dentists of the effectiveness and efficiency of care rendered under a Plan's benefits.
- 1.35 **Plan.** A program offered by or through a Payor or by or through the IPA and its affiliates for the benefit of Members which includes, directly or under arrangement, payment for Plan Benefits or which otherwise arranges for or provides Plan Benefits.
- 1.36 **Plan Benefits.** Covered Dental Services to which Members are entitled as specifically provided under

the Plan.

- 1.37 **Preferred Provider Organization (PPO) Plan.** A program in which a contract is established with providers of dental or medical care.
- 1.35 **Pre-paid Agreement.** A Payor Agreement under which the compensation for providing services to Members is based upon the number and characteristics (e.g.: age, sex, and demographic factors) of Members covered under the Capitation Agreement and not based upon the actual services provided to those Members.
- 1.36 **Provider Manual.** The rules, procedures, policies, protocols, and other conditions to be followed by Participating Dentists and their employees with respect to providing Covered Dental Services.
- 1.37 **Quality Management Program.** The program through which IPA implements its utilization review and quality assurance procedures.
- 1.38 **Regulated Payor.** A Payor that has entered into an At-Risk Payor Agreement and subject to the jurisdiction of the Texas Department of Insurance with respect to the sufficiency of its contracted provider IPA to adequately deliver health care services.
- 1.39 **Referral.** When required under a Plan, the written approval from the Primary Care Dentist (if applicable) and usually for a specified number of visits, treatments, or period of time, required under a Utilization Management Program for a Member to receive Covered Dental Services from a dentist (usually a specialist) or other health care professional or organization.
- 1.40 **Texas Medicaid HMO.** A Payor that is either: (i) a health maintenance organization licensed under Chapter 20A, Texas Insurance Code, or (ii) a Managed Care Organization which has a direct contract with the Texas Department of Human Services, Health and Human Services Commission or an Intergovernmental Initiative created under Texas Revised Statutes, Section 1. Article 4413(502) Sec. 16B (1995 Texas Senate Bill 10, Texas 74th Legislative Session) to provide a prepaid basic health care service and/or a fee for service basic health care service to eligible Medicaid recipients.
- 1.41 **Texas Medicaid Plan.** A Plan offered by a Texas Medicaid HMO.
- 1.42 **Treatment Plan.** The individualized plan prepared by a Dentist outlining the recommended course for a Member's treatment.
- 1.43 **Usual and Customary Charges.** The reasonable and customary fees normally charged by Participating IPA Dentists to patients who are not Plan Members.
- 1.44 **Utilization Review.** The function performed by IPA or an entity selected by IPA or Payor to review and determine whether Covered Dental Services provided, or to be provided, were or are Dentally Necessary. IPA's utilization review and quality assurance program, the Dental Management Program, includes external and internal practice and facility quality assessments, regular credentialing activities, patient and provider grievance settlement procedures, regular professional peer review, and may include case management under specified circumstances for the evaluation of the dental necessity and appropriateness of continuing care.

ARTICLE II. IPA'S OBLIGATIONS

- 2.1 **Marketing and Sales.** IPA will actively promote its panel of Participating Dentists to the health care and dental care services purchasing community, targeting specifically for such efforts Payors which include but are not limited to, insurance companies, maintenance organizations, preferred provider IPAs, self-insured employers, group insured associations, trust funds, third party administrators and claims adjusters, independent utilization review and case management service companies, cooperative health care purchasing organizations, and governmental agencies at the federal, state, county and municipal levels. IPA will inform Payors with cost, quality, and performance data regarding its Participating Dentists and shall include Dentists names, address, telephone number and if applicable, a description of specialty, in any information published for and provided to such targeted Participating Patients for so long as Dentists participate in the IPA. IPA or its affiliates may also design market Plans either directly or jointly with other Payors. In such efforts IPA's panel of

Participating Dentists shall be afforded the opportunity to provide services to Members.

2.2 Dental Services Contracting. IPA shall use its best efforts on behalf of Participating Dentists to enter into services contracts with Payors, which will obligate the Payor to:

- (a) make payments to Dentist for Covered Dental Services rendered by Dentist to Participating Patients;
- (b) make payments for Covered Dental Services on the basis of a fee for service or prepayment reimbursement methodology negotiated by IPA and communicated to and accepted by Dentists as set forth herein;
- (c) make payments to Dentist within thirty (30) days after receipt of a completed Clean Claim form, unless otherwise agreed, on a per-Payor basis;
- (d) to agree that in the event payment is denied, to provide Dentist with notice thereof and an opportunity to substantiate the right of payment;
- (e) to provide a convenient and mutually acceptable means for Dentist to identify Participating Patients of a Payor Plan, and to identify the scope of Covered Dental Services applicable to such patients.

2.3 Patient Direction. IPA will advise and instruct its client Payor entities to direct Members to Participating Dentists and will administer and manage each Payor's Plan and the Dentists. IPA shall arrange for Payors to list Dentists as Participating Dentists in marketing and informational material developed and distributed by such Payors. IPA will use its best efforts to provide Payors with a complete list of its Participating Dentists on a timely and continuing basis, consistent with each Payor's practice in publishing such lists.

2.4 Staff Orientation and Support. IPA staff will conduct periodic orientation sessions for the benefit of Dentists and on-going practice support, which includes but is not limited to the following:

- (a) IPA will provide a toll-free telephone number that Dentists may use to ease administration, gain clearer understanding of the scope of Covered Dental Services, and billing for Participating Patient care provided under each Payor's Plan;
- (b) IPA will supply Dentists with information and materials to facilitate Dentist's beneficial economic participation in each Payor's Plan and compliance with the Plan's billing, utilization review, quality assurance, and cost containment procedures;
- (c) IPA will establish and maintain both a formal and an informal Patient and Dentist complaint and/or grievance procedure to meet Payor's requirements and comply with IPA's and Payor's collection of Patient satisfaction and outcomes data and to meet any requirements imposed by law or regulation; IPA will provide on-going peer review, credentialing and re-credentialing services for its Participating Dentists.

2.5 Dentist-Patient Relationship. IPA agrees, and will use its best effort to enter into agreements with Payors that agree that Payor will not intervene in any way or manner with the rendition of services by Dentist, it being understood and agreed that the traditional relationship between dentist and patient will be maintained. IPA allows open practitioner-patient communication regarding appropriate treatment alternatives and does not determine the medical necessity of care.

ARTICLE III. DENTIST'S OBLIGATIONS

3.1 Compliance with Provider Manual and Laws. Dentist agrees to comply and to require its employees to abide by all terms and conditions set forth in the provider manual and comply with all applicable local, State, and federal laws, rules, regulations and applicable national accreditation body requirements (including NCQA), now or hereafter in effect, including specifically those relating to the Texas Medicaid Program and the Medicaid Managed Care Program adopted by TDH, TDHS, TDI, THHSC, TDMHMR and any other Texas agency delegated authority to operate Medicare or Medicaid Managed Care Programs, to the extent they directly or indirectly affect Dentist and bear upon the subject matter of this Agreement.

- 3.2 License.** Dentist represents and warrants that he or she is duly licensed to practice dentistry in the State of Texas and shall maintain good professional standing at all times. Evidence of such licensing shall be submitted by Dentist to IPA upon request. Dentist acknowledges that IPA is relying on information contained in the Dentist's IPA Dentist Application for membership in the IPA in making Dentist's services available to Payors.
- 3.3 Scope of Services by Dentist.** Dentist shall provide appropriate Plan Benefits to Members within the scope of Dentist's practice. Dentist shall provide Members all services which Dentist regularly and usually furnishes to Dentist's other patients; provided, however, at all times and in all cases the services provided shall be only those Dentally Necessary and subject to the provisions contained in this Agreement regarding Utilization Review. Dentist shall be solely responsible for understanding the scope of Covered Dental Services and Plan Benefits to Members.
- 3.4 Emergency Services.** IPA Dentist agrees to provide the following Emergency Care services to Members at the compensation rate provided for under this Agreement:
- (a) Any dental screening examination or other evaluation required by state or federal law that is necessary to determine whether an Emergency condition that exists will be treated in the emergency department of a hospital;
 - (b) Necessary Emergency services, including the treatment and stabilization of an emergency dental condition will be provided to Members; and
 - (c) Services originating in a hospital emergency department following treatment or stabilization of an emergency condition as approved by managed care organization ("MCO"). MCO will approve or deny coverage for post stabilization care as requested by IPA Dentist within the time appropriate to the circumstances relating to the delivery of the services and the condition of the Member
- 3.5 Payor Agreement Participation.** Subject to the terms, conditions, limitations and restrictions set forth in this Agreement and approval of the applicable Payor Agreement in accordance with IPA's then current policy pertaining to contract ratification:
- (a) Dentist shall provide services in accordance with this Agreement to Members of Plans offered by Payors, with which IPA has entered a Payor Agreement. Participation in a Payor Agreement or any Plan shall be subject to Dentist meeting and complying with the credentialing and participation criteria adopted from time to time by IPA's Board of Directors and a particular Payor Plan.
 - (b) Notwithstanding anything herein to the contrary, Dentist may, thirty (30) days prior to requested effective date, provide written notice according to **Section 9.6** herein to IPA listing in detail the Payor Agreements or Plans made available by IPA which Dentist elects not to participate in (the "Participation Notice"). Dentist must continue to provide service during the thirty (30) day transition period.
- 3.6 Execution of Addendum Required for At-Risk Payor Agreement Participation.** Notwithstanding anything to the contrary contained in this Agreement, Dentist shall not be obligated to participate under any At-Risk Payor Agreement or Limited At-Risk Payor Agreement without (i) Dentist's execution of an appropriate participation addendum to this Agreement, or (ii) Dentist's failure within the period of time specified by IPA for response to notify IPA of his or her intention not to participate in such Agreement.
- 3.7 Payor Policies and Procedures.** Notwithstanding anything to the contrary contained in this Agreement, to the extent IPA enters into a Payor Agreement under which the Payor is responsible for policies and procedures regarding utilization review, claims processing, claims administration, credentialing, and/or any other matters to ensure efficient operation of the Plan, Dentist shall comply with such policies and procedures of Payor. Dentist waives and shall not have any cause of action, at law or in equity, against IPA, it's employees, agents, officers and directors and hereby releases each of the foregoing parties of and from any and all claims, demands, obligations, liabilities, and causes of action of every nature whatsoever, relating to, arising out of, or resulting from the enforcement of or compliance with such policies and procedures of the Payor in accordance with this Agreement.
- 3.8 Selection of Dentist.** IPA makes no guarantees or representations, implied or express, regarding the

selection or use of Dentist by Members. IPA shall have no liability to Dentist if Plan Members elect not to utilize the services of Dentist under a Payor Agreement. The Payor may have the right to designate Dentist as a Participating Dentist with respect to Payor's Plan. IPA makes no representations or guarantees, implied or express, with respect to the designation or selection of Dentist as a Plan Participating Dentist. IPA shall have no liability to Dentist in the event a Payor does not designate Dentist as a Participating Dentist for its Plan or if Members elect not to utilize the services of Dentist.

- 3.9 Availability of Services.** Dentist shall provide all services to Members in the same manner, in accordance with the same standards, and within the same time availability offered all patients. All support staff shall be duly licensed as may be required by State law.
- 3.10 Force Majeure.** Dentist shall not be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, employee strikes or work interruptions, earthquakes, floods, failure of transportation or any similar or dissimilar cause beyond Dentist's reasonable control.
- 3.11 Similar Agreements.** Dentist shall retain the option to enter into similar agreements with any other party, person, or entity (referred to as an "Independent Agreement").
- 3.12 Independent Agreements.** If a health maintenance organization, insurer, or self-insured group or trust does not negotiate an agreement with IPA, nothing in this Agreement shall restrict or prohibit Dentist from contracting directly with such entity.
- 3.13 Payor Agreements.** IPA shall provide Dentist reasonable prior notification of the effective date of each Payor Agreement which is entered into by or on behalf of IPA. IPA shall notify Dentist if a Payor Agreement is terminated. In the event of the termination of any Payor Agreement, IPA shall not be liable to Dentist for any damage or loss of any kind including, without limitation, (i) direct damages, (ii) consequential damages, (iii) loss of profits, or (iv) business interruption. This Section shall survive the expiration or termination of this Agreement.
- 3.14 Hold Harmless.** In addition, network dentist must essentially indemnify Dentist P.L.L.C. for legal fees or liability settlements paid by Dentist P.L.L.C. that resulted from an action by the dentist. Dentist P.L.L.C. will hold the dentist responsible for expenses incurred by the MCO as a result of any action arising out of its relationship with the dentist.
- 3.15 Licensing and Certification.**
- (a) Throughout the term of this Agreement, Dentist shall (i) be credentialed by IPA; (ii) have and maintain a valid, unrestricted license to practice dentistry in the State of Texas; (iii) at all times comply with applicable State of Texas and federal law, including those relating to professional liability insurance; (iv) have and maintain a controlled substance registration with the Drug Enforcement Administration and the State of Texas; (v) if Dentist chooses to participate in the Medicare and/or Medicaid programs, Dentist shall agree to be eligible to and continue eligibility to participate in the such programs: Dentist shall execute and comply with all terms and conditions of the Texas Medical Assistance Program(MEDICAID) Provider Agreement with TDH(vi) if Dentist's practice is within a recognized specialty, be certified or eligible and having completed training within 3 years by the appropriate specialty Board; and, (vii) meet such other criteria as may be required by Payor.
 - (b) If Dentist is a member of a group practice, every other dentist in such group practice who intends to render professional services pursuant to any Payor Agreement must apply to IPA and if approved, must execute a Participating Dentist Agreement.
 - (c) IPA requires all of its Dentists and dental practices which employ dental hygienists and individuals other than Dentists to assess the health care needs of HMO enrollees to have written policies which are implemented and enforced and describe the duties of all such providers in accordance with statutory requirements for licensure, delegation, collaboration, and supervision as appropriate.
- 3.16 Limitation on Services by Dentist.** Dentist shall promptly notify IPA, in writing, of any restrictions,

voluntary or involuntary, on Dentist's ability to render services pursuant to this Agreement or on Dentist's availability. Dentist shall promptly notify IPA, in writing, of any change in the nature or extent of services offered by Dentist. Dentist also agrees promptly to notify IPA should Dentist contract any communicable disease that might seriously threaten a Member's health.

3.17 Substitute Coverage. During Dentist's temporary absence or unavailability, Dentist shall make arrangements with one or more IPA Dentists to provide coverage for Members for whose care Dentist is responsible.

3.18 Non-Discrimination and Affirmative Action. Dentist shall:

(a) Comply with:

Title VII of the Civil Rights Act of 1964, (Public Law 88-352);

Section 504 of the Rehabilitation Act of 1973, (Public Law 93-122);

the Americans with Disabilities Act of 1990,(Public Law 101-336);

all amendments to such acts;

all requirements imposed by regulations issued pursuant to such acts; and

with Title 40, Chapter 73, of the Texas Administrative Code which provides in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service, or other benefits provided by federal and/or State funding, or otherwise be subjected to discrimination.

(b) Comply with Texas Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

(c) Dentist shall, to the extent required by federal or state law, have in place an "Affirmative Action Plan," which is a written document that details an affirmative action program. Such policies shall be provided to IPA upon request.

(d) Any other applicable state and or federal law.

3.19 Professional Relationship. Dentist shall be solely responsible for all dental advice and services Dentist performs or prescribes to a Member. If a satisfactory dentist-patient relationship cannot be established between a Member and a Dentist, Dentist will so notify IPA and IPA will either authorize the use of a different Participating Dentist or use its best efforts to arrange for another Dentist. If Capitation Compensation is in place, Dentist is responsible for the cost of care provided for the period for which Capitation Compensation is paid. Nothing in this Agreement shall be construed to require a Dentist to recommend any procedure or course of treatment that the Dentist deems dentally unacceptable. Dentist shall abide by IPA's policies and procedures regarding preventive care and health education.

3.20 Required Notifications. Subject to extenuating circumstances beyond the reasonable control of Dentist, Dentist shall notify IPA in writing, within the time periods set forth below, following the occurrence of any of the following events:

(a) Dentist's license to practice in the State of Texas or any other jurisdiction is suspended, surrendered, revoked, terminated or subject to terms of probation or other restrictions or Dentist's privileges at any hospital (if applicable) are suspended [excluding any suspension for dental records deficiencies unless the period of such suspension is greater than sixty (60) days, revoked or otherwise terminated, notification within seventy-two (72) hours;

(b) Dentist receives any oral or written notice of any adverse action, including without limitation, any malpractice suit or arbitration action, or other suit or arbitration action naming or otherwise involving IPA, Dentist, HMO, or any Payor, and of any other event, occurrence, or situation that might materially interfere with, modify, or alter performance of any of Dentist's duties or obligations under this Agreement, notification within forty-eight (48) hours;

(c) Dentist is disciplined by the Texas State Board of Dental Examiners, notification within ten (10) business days;

(d) Dentist is indicted or convicted of a felony, notification within seventy-two (72) hours;

- (e) There is a change in the Dentist's business address, business phone, office hours, tax identification number, malpractice insurance carrier or coverage or DEA registration number, notification no less than thirty (30) days prior to the effective date of change;
- (f) Dentist becomes incapacitated such that the incapacity may interfere with patient care for twenty-one (21) consecutive days, notification within ten (10) days of becoming incapacitated;
- (g) Any change in the nature or extent of services rendered by Dentist, notification within ten (10) business days of the event causing notice to be given;
- (h) Any material change or addition to the information and disclosures submitted by Dentist as part of the IPA Dentist Application, notification within ten (10) business days of the change or addition first becoming known to Dentist;
- (i) any inquiries and investigation of Dentist, made by state or federal regulatory agencies, and documentation of the final resolution of such an investigation, notification within twenty-four (24) hours of such investigation, or
- (j) Any other act, event, occurrence or the like which materially affects Dentist's ability to carry out Dentist's duties and obligations under this Agreement, notification within ten (10) business days of the event causing notice to be given.
- (k) If a Dentist notifies IPA of a decision to opt out of Medicare, that Dentist may not accept Federal reimbursement for a period of 2 years. There are exceptions to the rule see CMS guidelines 42 CFR 405.440.

3.21 Coordination of Defense of Claims. The parties shall make all reasonable efforts, consistent with advice of counsel and the requirements of the respective insurance policies and carriers, to coordinate the defense of all claims in which the other party is either a named defendant or has a substantial possibility of being named.

3.22 Nature of IPA. Subject to the terms and conditions set forth in this Agreement, IPA acts as the limited attorney-in-fact on behalf of Dentist for the sole purpose of binding Dentist to Payor Agreements and is granted authority by Dentist to negotiate for and bind Dentist to Payor Agreements. The appointment of IPA as attorney-in-fact to negotiate Payor Agreements is related solely to IPA's business of offering a competitive and cost effective dental care IPA and program to interested Payors and as a response to Payor interest in utilizing a pre-organized IPA of dental care providers willing to participate in utilization review and accept alternative rates of reimbursement. This Agreement and the authority granted IPA relate only to Payor Agreements. Dentist shall independently negotiate participation in any other dental care programs including, without limitation, the rates of reimbursement for such services rendered by Dentist.

3.23 Promotion. Dentist agrees that IPA may list Dentist as a participant in the IPA and may include Dentist's name, office address, telephone number, and specialty in a brochure intended for prospective and current Payor clients and other public relations and advertising programs.

3.24 Insurance. Dentist shall remain in compliance with all applicable laws pertaining to malpractice insurance. Dentist shall maintain for the entire scope of his practice such policies of comprehensive general and professional liability insurance as shall be necessary to insure Dentist against any claim or claims for damages arising by reason of personal injuries or death occasioned, directly or indirectly, in connection with the performance of any service by Dentist or Dentist's employees. Dentists shall provide IPA with evidence of said coverage either in the form of certificates from the insurer of such insurance or photocopies of the policy itself, of which minimum professional liability coverage for each Dentist shall be one hundred thousand (\$100,000) dollars per occurrence three hundred thousand (\$300,000) dollars in the aggregate, or such amount as required by state law, whichever is greater. Dentist shall provide, or, if possible, shall require the carrier(s) to provide, IPA with ten (10) days prior written notice of any suspensions, cancellations of, or modifications in the coverage. This clause shall survive the expiration and/or termination of this Agreement, regardless of the cause, for a period of time not less than the applicable Statute of Limitations in this State. The amounts and extent of such insurance coverage and the insurer providing the coverage shall be subject to the approval of IPA and the applicable Payor Agreement. All policies described above shall be effective no later than the

effective date of this Agreement.

3.25 HIV and AIDS. Dentist shall develop, adopt and implement a policy for protecting the confidentiality of Acquired Immunodeficiency Syndrome (AIDS) and Human Immunodeficiency Virus (HIV) related medical information and anti-discrimination policy for employees and Members with communicable disease. Such policies shall be provided to IPA upon request.

3.26 Fraud and Abuse. Dentist understands that this Agreement, is subject to all applicable state and federal laws and regulations relating to fraud and abuse in health care and the Texas Medicaid Program. Dentist must cooperate and assist IPA, TDH and any State or federal agency charged with the duty of identifying, investigating, sanctioning or prosecuting suspected fraud and abuse. Dentist must provide originals and/or copies of any and all information, allow access to premises and provide records to the IPA, TDH or its authorized agent(s), the THHSC, HCFA, the United States Department of Health and Human Services, the Federal Bureau of Investigations, TDI, and the Texas Attorney General's Medicaid Fraud Control Unit, upon request, and free of charge. Dentist must report any suspected fraud or abuse including any suspected fraud and abuse committed by IPA to the TDH for referral to the THHSC.

Dentist acknowledges that the IPA or the Texas Medicaid Fraud Control Unit may conduct private interviews of personnel and subcontractors, including Dentist, and their personnel, witnesses, and patients. Requests are to be complied with in the form and the language requested. IPA personnel and Dentist and their personnel are to cooperate fully in making their personnel available in person for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and in any other process, including investigations at Dentist's own expense.

3.27 Texas Family Code. The parties hereby acknowledge that Texas Family Code Section 231.006 requires TDH to withhold contract payments from any for-profit entity or individual who is at least 30 days delinquent in child support obligations. It is Dentist's responsibility to determine and verify that no owner, partner or shareholder who has at least a 25% ownership interest is delinquent in child support obligations. Dentist must attach a list of names and Social Security numbers of all shareholders, partners or owners who have at least a 25% ownership interest in Dentist. Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment. If TDH is informed and verifies that a child support obligor who is more than 30 days delinquent is a partner, shareholder, or owner with at least a 25% ownership interest, it will withhold any payments due under this contract until it has received satisfactory evidence that the obligation has been satisfied or that the obligor has entered into a written repayment request.

3.28 Financial Incentive Arrangements. The parties acknowledge that the compensation terms under this Agreement shall be subject to and shall comply with the incentive plan rules and regulations of the HCFA found at 42 C.F.R. Section 417.479, and agree to the following:

(a) No payments shall be made directly or indirectly to Dentist under the provisions of this Agreement as an inducement to reduce or limit Dentally Necessary services.

(b) Dentist agrees to disclose the terms and conditions of any and all incentive plan arrangements entered into by Dentist, including without limitation (i) whether the amount of compensation under such arrangement covers dentists' referrals; (ii) the amount of the financial incentives, stated as a percentage of withhold or bonus; (iii) the amount of stop loss coverage maintained by Dentist, if any, and; (iv) the number of covered lives under dentists' incentive plan arrangements entered into by Dentist submitted in accordance with this Agreement or as otherwise required by IPA

(c) Dentist agrees to cooperate with IPA and Payor's efforts to comply with federal and State regulations, including disclosure requirements.

3.29 Non-Disclosure. Unless otherwise required by law, Dentist shall not, without obtaining the prior written consent of IPA, disclose information relating to the fee schedule, business methods, business policies, procedures, techniques, or trade secrets, or other knowledge or processes of or developed by IPA or other confidential information relating to or dealing with the business operations, affairs or activities of IPA (the " Confidential Information "), to persons other than members of the state licensing boards or agencies, federal or state governmental authorities, and such third-party

reimbursement agencies or parties as may be required pursuant to the terms and conditions of an applicable Payor agreement for reimbursement. Immediately upon the termination of this Agreement, Dentist shall deliver to IPA all documents, computer discs or other forms of recorded information, including all copies thereof, containing Confidential Information. This paragraph shall survive the termination of this Agreement.

- 3.30 Complaint Resolution Notice.** Dentist shall post a notice to Plan Members, which shall be provided by Plan, in a location reasonably certain to be seen by all Plan Members, of the process for resolving complaints with Plan, including the Texas Department of Insurance's toll-free telephone number for filing complaints.
- 3.31 Closing of Practice.** Dentist may request that he or she does not wish to accept additional Members (excluding persons already in Dentist's Practice who are covered by a Payor Plan as a Member) by giving the IPA written notice of such intent sixty (60) days in advance of the effective date of such closure. If IPA Dentist(s), individually and/or collectively, closes their practice(s), such closure will apply to all patients without discrimination or regard to Payor or source of payment for services.
- 3.32 Assistance with Credentialing.** Dentist consents and authorizes IPA, IPA's subcontractor, or Plan to credential and recredential Dentist as necessary. Dentist agrees to conduct credentialing and recredentialing activities as may be required by law, regulatory agencies, accrediting organizations and/or as required by Payors on a continuous basis. It is responsibility of Dentist to be knowledgeable of all pertinent regulatory requirements.
- 3.34 Confidentiality and Privacy Policies and Procedures.** Association and Provider agree to take the necessary precautions to maintain the security and confidentiality of Protected Health Information ("PHI") as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), provisions of Texas Health & Safety Code, Chapter 181, Subchapters A and B (Medical Records Privacy Act or Act) and the regulations promulgated thereunder. If either party receives any PHI, or creates or generates any PHI on behalf of the other party, that party will maintain the privacy and confidentiality of such PHI as required by this Agreement or applicable law. Without limiting the foregoing:
- (a) Provider will not use PHI otherwise than as expressly permitted by this Agreement, or as permitted by law. Provider will not further disclose PHI to any member of his/her workforce unless Provider has advised such person of Provider's obligations under this Section and of the consequences for such person and for Provider of violating said obligations. Provider will take appropriate disciplinary action against any member of its workforce who uses and discloses PHI in contravention to this Agreement. However, Provider may use PHI for purposes of managing its internal business processes relating to its functions under this Agreement.
 - (b) Provider will neither use nor disclose PHI it creates or receives for or from its place of business or from another place of business, except as permitted or required by this Addendum or as required by law or as otherwise permitted in writing by the member. Provider will not further disclose PHI to any member of its workforce unless Provider has advised such person of Provider's obligations under this Section and of the consequences for such person and for Provider of violating said obligations. Provider will take appropriate disciplinary action against any member of its workforce who uses and discloses PHI in contravention to this Agreement. However, Provider may use PHI for purposes of managing its internal business processes relating to its functions under this Agreement.
 - (c) Within ten (10) days of request by a Covered Person, Provider will permit any individual whose PHI is maintained by Provider to have access to and to copy his or her PHI.
 - (d) Provider will use appropriate safeguards to prevent use or disclosure of PHI otherwise than as permitted by this Agreement or as required by law. Provider will provide IPA with such information concerning such safeguards as may from time to time be requested by IPA, and shall, upon reasonable request give IPA access for inspection to Provider's facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosures of PHI for the purpose of determining compliance with this Agreement.

- (e) Provider will maintain a record of all disclosures of PHI made otherwise than for the purpose of this Agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed and the purpose of the disclosure. Provider will make such record available to IPA and the associated Member on request.
- (f) Provider will report in writing to IPA any unauthorized use or disclosure of PHI, or its workforce or contractors, and the remedial action made or proposed to be taken with respect to such use or disclosure.
- (g) Provider will ensure that any agents, including subcontractors, agree to the same restrictions and conditions that apply to Provider with respect to PHI.
- (h) Should the Secretary of the U.S. Department of Health and Human Services (the "Secretary") engage in activities to determine Provider's compliance with federal privacy laws, Provider will make its internal practice, books, and records relating to the use and disclosure of health information received from Provider's operations available to the Secretary.
- (i) Provider will make available to Members their respective PHI for amendment and incorporate any amendments to PHI in accordance with the HIPAA provisions providing therefore.
- (j) Upon the termination of this Agreement, all PHI maintained by Provider will be retained by Provider and shall continue to be subject to the laws governing PHI. Provider must continue to extend the protections of this Agreement to such information, and limit further use of the information to those purposes that make the return of the information infeasible.

Any requirements set forth in this Agreement mandating compliance with HIPAA provisions will not become effective until April 14, 2003.

ARTICLE IV. COORDINATED CARE AND CASE MANAGEMENT

4.1 Cooperation with Utilization Management, Quality Improvement and Other Plan Requirements and Covenant Not to Sue.

- (a) Dentist agrees to comply with the utilization management/quality improvement and Plan requirements and procedures established by IPA and/or Payor, including but not limited to predetermination of services, concurrent review and retrospective review of treatment, prior authorization of referrals, admissions, and treatments, claims review, and peer review as IPA or Payor from time to time notifies Dentist. Dentist authorizes, in accordance with Article VI. of this Agreement, the release to IPA and contracted Payors information necessary to carry out the utilization management and quality improvement programs of IPA or Payor.
- (b) In connection with Dentist's agreement to comply with such requirements and procedures, Dentist further covenants and agrees to take no action, directly or indirectly, to file or to cause to be filed any suit, institute or assist in instituting any proceeding in any court against IPA or any Payor, its heirs, agents, employees, officers, partners, directors, attorneys, trustees, representatives, successors, affiliates and assigns and all persons, natural or juridical, in privity with them, or any of them, for or in connection with any and all claims or causes of. action raised or which could have been raised in connection with Dentist's participation in any of the utilization management, quality improvement, and managed care requirements contemplated herein, whether legal or equitable, statutory, contractual or otherwise, which Dentist has, had, may have or hereafter might have, known or unknown, contingent or absolute, matured or unmatured, direct or indirect, past, present or future, now existing or which might arise or accrue hereafter, for or because of any matter or thing done, omitted or suffered to be done from the Effective Date of this Agreement and subsequently.

4.2 Coordinated Care. Dentist shall participate in the systems established by IPA designed to facilitate the coordination of health care services received by Members. Subject to his or her professional dental judgment, patient care interests, and the Patient's express instructions, and recognizing that a level of a Member's Plan Benefits may be affected by the Dentists rendering services, Dentist shall abide by the rules and regulations of each Plan governing referrals of Members. If Dentist determines

that a Member requires specialist referral, hospitalization, or other treatment requiring pre-referral, pre-admission, or treatment predetermination certification, Dentist shall abide by the applicable utilization review and pre-referral, pre-admission, or treatment predetermination certification process established or adopted by IPA and the applicable Plan. Information concerning such requirements shall be discussed in the Manual.

- 4.3 Dental Management.** Dentist agrees to comply with and participate in the dental management and/or bill audit procedures of IPA. Dentist shall take all actions necessary to afford the dental management and/or bill audit staff access to all financial and dental records related to the Members for the application and conduct of their work. Dentist shall allow review and/or duplication of any data and other records maintained on the Members who have a bearing on Dental Necessity determinations and current status of treatment.
- 4.4 Case Management Programs.** Certain Plans may offer Plan Benefits through a patient management program. IPA shall provide Dentist written notice of the program guidelines adopted under a Plan's patient management program.
- 4.5 Member Verification.** Pursuant to the procedures established by IPA and each Plan, Dentist shall establish Member's eligibility for the services requested. IPA shall provide information to Dentist with respect to the procedures necessary to establish a Member's eligibility for Plan Benefits.
- 4.6 Member Verification of Texas Medicaid Plan.** With respect to Plan Benefits provided to Members enrolled in a Texas Medicaid Plan, Dentist shall only provide Plan Benefits to such Members after obtaining authorization by such Texas Medicaid Payor, except that emergency services shall not require prior authorization of any kind. Dentist shall not be obligated to accept any Member enrolled in a Texas Medicaid Plan whose dental needs are different from the services Dentist is capable, by education and experience, of providing; provided, however, Dentist shall not refuse to accept a Member enrolled in a Texas Medicaid Plan for non-medical reasons. Dentist shall continue to provide Plan Benefits to such Members through any post insolvency period of a Texas Medicaid Payor entity for a period not to exceed thirty (30) days.
- 4.7 Utilization Review and Quality Management Program.**
- (a) In connection with Plan Benefits rendered to Members under this Agreement, Dentist shall participate in and be subject to the utilization review and quality assurance program, including but not limited to external and internal practice and facility quality assessment, regular credentialing activities, patient and provider grievance settlement procedures, and regular professional peer review, the Quality Management Program, established by IPA and each Payor pursuant to the applicable Payor Agreement and IPA's own procedures and policies.
- (b) It is understood and agreed that by execution of this Agreement Dentist thereby formally requests the services of IPA's Quality Management Program and those of any internal, external, or affiliated professional peer review, judicial, or grievance committee of IPA, a dental society or association which is authorized to evaluate the quality of dental services or the competence of dentists; and which committee is designated from time to time by IPA in its sole discretion.
- 4.8 Indemnity Plan, Commercial PPO/HMO, Medicare Advantage Organization, MA/MA-PD Plans and Texas Medicaid HMO/PPO.** Dentist shall participate in and cooperate with any internal and external quality assurance, utilization review, peer review and grievance procedures established by an Indemnity Plan, Commercial PPO or HMO, Texas Medicaid HMO, Medicare Advantage Organization, or MA/MA-PD Plans.
- 4.9 Utilization Review Under At-Risk Payor Agreements.** Notwithstanding any provision of Article IV to the contrary, with respect to At-risk Payor Agreements, Dentist shall be bound to and comply with the rules and regulations adopted by IPA with respect to utilization management, referrals of Members, pre-admission certification, case management, and other procedures governing patient management and care within the IPA integrated health care delivery system.
- 4.10 Policies and Procedures.** IPA shall use its best effort to develop and implement policies and procedures to ensure the efficient operation of its integrated health care delivery system. Dentist agrees to comply with IPA Policies and Procedures as published in the Provider Manual and updated from time to time by IPA.

- 4.11 **Compliance With Rules.** Dentist shall comply with the provisions of IPA's rules and regulations governing its operation, as the same may be from time to time adopted, and the guidelines concerning patient management and cost control established, adopted or administered by, or on behalf of, each Payor. Dentist also agrees to comply with the rules and regulations promulgated by the Texas Department of Insurance (the "Department") governing various insurance company-sponsored preferred provider plans and comply with all applicable Medicare laws, regulations, and CMS instructions.
- 4.12 **Agreement Governs.** To the extent of any conflict between the terms of this Agreement and any ancillary obligation created or documentation provided to Dentist pursuant to this Article IV, the terms of this Agreement shall govern.
- 4.13 **Independent Dental Judgement.** Dentist has the requisite training and education to make all decisions related to patient care and shall exercise independent dental judgment with respect to all such matters. Any payment or absence of payment for services rendered shall not constitute an opinion or affirmation by IPA that the services or procedures recommended or rendered by Dentist are, are not, were, or were not Dentally Necessary or appropriate.
- 4.14 **Policies.** Dentist agrees to be bound by all of the policies, rules, and regulations adopted by IPA and Payors from time to time in connection with Payor Plans and their dental care provider panels, as they relate to this Agreement, including amendments thereto. IPA will use its best efforts, and will encourage Payors to use their best efforts, to notify Dentist of such policies, rules; regulations and amendments thereto.
- 4.15 **Copies.** Copies of IPA and Payor policies, rules and regulations and any other pertinent documents pertaining to the Payor Plans shall, if not otherwise provided to Dentist, be made available for examination by Dentist upon request.

ARTICLE V. PAYMENT FOR SERVICES

- 5.1 **Compensation.** As payment in full for services rendered pursuant to this Agreement, Dentist shall accept reimbursement equal to the lesser of (i) Dentist's usual and customary charges, or (ii) the reimbursement provided in the Reimbursement Schedule, attached hereto as Attachment B and incorporated into this Agreement. Dentist shall bill only for services personally performed by Dentist and by health care professional employees of Dentist.
- 5.2 **Claims Procedures.** All claims for reimbursement payments with respect to services rendered pursuant to a Fee for Service Agreement must be submitted by Dentist within ninety-five (95) days of the date the services were rendered to the Member. Clean claims shall be paid promptly according to Medicaid or Medicare guidelines.
- 5.2.1 **Access to Requested Claims Data.** Upon request of Dentist, IPA will make available all information necessary to determine that the Dentist is being compensated in accordance with this Agreement. Dentist may make the request for information by any reasonable and verifiable means. The information must include a level of detail sufficient to enable a reasonable person with sufficient training, experience and competence in claims processing to determine the payment to be made according to the terms of the contract for covered services that are rendered to enrollees. IPA may provide the required information by any reasonable method through which Dentist can access the information, including e-mail, computer disks, paper or access to an electronic database. Amendments, revisions or substitutions of any information provided pursuant to this paragraph will be made available by the later of the 90th day after the effective date thereof or the 30th day after the date that IPA receives the Dentist's request.
- 5.3 **ERISA.** For purposes of the Employee Retirement Income Security Act of 1974 ("ERISA") and any other applicable state or federal laws, IPA shall not be deemed the "Administrator" or Named Fiduciary of any Plan. Dentist waives and shall not have any cause of action, at law or in equity, against IPA, its employees, agents, officers and directors, and hereby releases each of the foregoing parties of and from any and all claims, demands, obligations, liabilities, and causes of action of every

nature whatsoever, relating to, arising out of, or resulting from the enforcement of and compliance with ERISA and this Agreement.

- 5.4 Member Reimbursement Balance Billing Prohibited.** Except for services which are not Plan Benefits (e.g., non-covered services), Co-payments (except in the case of Medicaid and Medicare Beneficiaries) and Deductibles, or unless otherwise permitted by law or specifically authorized under the applicable Plan, Dentist shall not bill or attempt to collect payment from any Member including; without limitation, the difference between the amount of reimbursement payable under this Agreement including Co-payments and the Dentist's normal Usual and Customary Charges for the services rendered. In this regard, if a Plan specifies that a Member is to receive a service in consideration of a specific charge or Co-payment, Dentist may not charge or bill Member an amount greater than the specific charge or Co-payment even if no additional amount is paid or payable for such service under the Plan.
- 5.5 Texas Medicaid HMO, Medicare Advantage Organization, MA/MA-PD Plans and Commercial HMO Liability for Payment of Plan Benefits.** Dentist acknowledges and agrees that no Member enrolled in a Texas Medicaid Plan, MA/MA-PD Plan or a Commercial HMO Plan shall be liable to Dentist for any Plan Benefits provided by Dentist to such Members if such Plan Benefits are covered under the contract issued to such Member by the Texas Medicaid Plan, MA/MA-PD Plan or by the Commercial HMO Plan. Furthermore, neither Dentist nor any representative of Dentist shall collect or attempt to collect from any Member enrolled in a Texas Medicaid Plan, MA/MA-PD Plan, Commercial HMO Plan or the State of Texas any money or payment for Plan Benefits rendered by Dentist and covered under the contract issued by the Texas Medicaid Plan, MA/MA-PD Plan or Commercial HMO Plan nor maintain any action at law against such Members to collect money owed to Dentist by the Texas Medicaid Plan, MA/MA-PD Plan or Commercial HMO Plan. The prohibitions contained in this paragraph shall not be construed to apply to the amount of any Deductible or Co-payment that is the Member's responsibility under the contract issued by the Commercial HMO Plan or MA/MA-PD Plan but shall apply to the Texas Medicaid Plan.
- 5.6 Limitation of Liability.** Except with respect to At-risk Payor Agreements, IPA shall not be liable for the payment of any claims relating to Plan Benefits or any other services rendered by Dentist. IPA is neither implicitly nor explicitly the insurer, reinsurer, guarantor, indemnifier or underwriter of the Payor, the Plan or the Payor's obligations to Members. Dentist waives and shall not have any cause of action, at law or in equity, against IPA, its employees, agents, officers and directors, and hereby releases each of the foregoing parties of and from any and all claims, demands, obligations, liabilities, and causes of action of every nature whatsoever, relating to, arising out of, or resulting from the failure of the Payor or a Member to compensate IPA or Dentist for services rendered pursuant to this Agreement.
- 5.7 Payor Non-Liability.** If: (i) pursuant to the terms and conditions of an At-risk Payor Agreement, the Payor (the "Capitated Payor") remits on a monthly or other basis, cash or other funds to IPA and (ii) IPA has assumed the direct obligation and liability under the At-Risk Payor Agreement to compensate Dentist for Plan Benefits rendered by Dentist, then in such event Dentist shall accept payment from IPA for Plan Benefits rendered to Members insured by a Capitated Payor as payment in full, and shall not bill or otherwise seek recourse against the Capitated Payor for Plan Benefits regardless of whether payment is received from IPA. Dentist further agrees personally and for Dentist's, representatives, assigns, agents and any person or entity claiming by, through or for or succeeding to the right of Dentist to release the Capitated Payor of and from any and all claims or demands arising out of payment, or the lack of payment, for Plan Benefits provided or arranged by Dentist to such Members. This provision shall survive the termination or expiration of this Agreement regardless of the reason or cause giving rise to termination.
- 5.8 Assignment of Benefit Forms.** The obligation of the Payor to make payments directly to Dentist under this Agreement is subject to the Payor and/or the Dentist obtaining a valid assignment of benefits from the Participating Patients. Dentist may use either customary assignment forms or a form furnished by the Payor. IPA shall seek for Payor to make an effort to secure an automatic assignment of benefits as a condition of enrollment in the Payor Plan.
- 5.9 Billing Forms.** Unless otherwise specified by a Payor and supplied by that Payor, Dentist will use the

standard ADA Claim Forms (J400, J401, J402, J403 and/or J404, J510, J511, J512, and/or J504) to bill for services rendered. IPA and/or Payor reserves the right to review all bills submitted by Dentist and to the Payor. Dentist agrees to submit all bills in conformance with the current Code on Dental Procedures and Nomenclature, CDT-2 (Second Edition, 1995-2000, American Dental Association) or newer CDT Editions as they become available.

- 5.10 Final Bills.** Dentist will make every effort to submit all bills for services rendered to Participating Patients within ninety-five (95) days from the date on which service was rendered. Dentist agrees that the failure to submit bills within the time required may result in their disallowance for purposes of payment unless such failure on the Dentist's part was with good cause as may be permitted under the Payor Plan.
- 5.11 Reimbursement and Billing Procedures.** Dentist agrees to comply with reasonable reimbursement and billing procedures as required by IPA or Payor. Should a claim form be required, Dentist agrees to cooperate in completing such form and not to charge for this service, except where coordination of benefits or other special reports are required by a Payor that is not the primary carrier. Nothing herein shall be deemed to affect Dentist's rights and obligations with respect to third party payors other than a contracted Payor.
- 5.12 Refunds.** Payor, at its option, may receive either a refund from Dentist or an offset against any subsequent payments due to Dentist upon written notice to Dentist with respect to payments made to Dentist for:
- (a) Dentist services which are not Covered Dental Services;
 - (b) Dentist services to non-covered individuals (i.e., non-Members); and,
 - (c) Covered Dental Services which are determined to be not Dentally Necessary after Dentist has had an opportunity to appeal such determination under the IPA and/or Payor grievance and/or appeal procedure.
 - (d) Overpayments and/or duplicate payments
- 5.13 Coordination of Benefits.**
- (a) **Permission.** Dentist agrees to cooperate with IPA and Payor in coordination of benefits, to provide IPA and Payor relevant information relating to any other coverage held by Participating Patients and to abide by the coordination of benefits, subrogation and duplicate coverage policies and procedures of IPA and Payor. Dentist consents to the release of dental information by IPA or Payor to other health plans for the necessary and lawful accomplishment of coordination of benefits.
 - (b) **The Payor as Primary Carrier.** If the Payor is the primary carrier, then Dentist compensation will be on the basis specified in this Agreement.
 - (c) **The Payor as Other than Primary Carrier.** If the Payor is other than the primary carrier, and Dentist's bill to the primary carrier was not calculated on the basis specified in this Agreement, then, if the Payor Agreement so specifies, any further reimbursement to Dentist from the Payor may not exceed an amount which when added to amounts shown on the explanation of benefits from the primary carrier, equals the amount specified in this Agreement, less applicable Co-payments and Deductibles. The foregoing notwithstanding, this section does preclude a Dentist from receiving the full value of his or her services when a third party is found liable for injuries giving rise to a Patient's dental expenses, so long as such recovery is allowed under existing Texas law.
- 5.14 Exhaustion of Benefits.** If a Member shall exhaust any benefits under any Plan, Dentist shall arrange for payment to be made by such Member directly to Dentist.
- 5.15 Liability for Excluded Services.** Prior to the provision of any Excluded Service to a Member, Dentist shall obtain written confirmation from such Member that he or she has been informed in writing of the services to be provided, that the services to be provided are not covered under the Member's Plan Benefits, that neither IPA, nor Dentist nor another Payor will pay for or be liable for said services, that Member requests that such Dentist render the Excluded Services, and that such Member will be financially liable for such services.

ARTICLE VI. RECORDS

- 6.1 Dental Records.** Dentist shall maintain and retain complete dental records for each Member in accordance with applicable state and federal laws and for a period of ten (10) years or longer as the law may require following the termination of this Agreement. Subject to (i) a Member or a Member's legal representative consenting to the release and/or duplication of dental records, or (ii) a Member's obligation under a Plan or by agreement with a Payor to permit the release and/or duplication of dental records, Dentist shall permit, during normal business hours, the inspection and/or copying of the Member's dental records. Nothing in this Agreement shall require Dentist to provide access to any Member's dental records in violation of applicable state or federal laws or regulations.
- 6.2 Access to Records.** In the event the Secretary of the Department of Health and Human Services or his duly authorized representative is entitled to access, pursuant to Section 1861 (V)(I)(I) of the Social Security Act, as amended, and the regulations promulgated thereunder, or 42 CFR 422 as it pertains to any MA/MA-PD Plan and/or CMS to any directly pertinent books, documents, papers, and records of Dentist involving transactions pertaining to this Agreement, Dentist shall make the same available for examination in accordance with the terms and requirements of said statutes and regulations.
- Dentist agrees to grant this right to inspect information related to this agreement for up to 10 (ten) years from the final date of the agreement and in certain instances described in the MMA regulations, period in excess of 10 (ten) years or more.
- 6.3 Access to Credentials File.** Dentist authorizes IPA and its representatives to provide Accredited Payors access to, and consents to Accredited Payors or their representatives inspecting, all documents and records in the possession of IPA pertaining to Dentist's professional qualifications and competence including this Agreement; provided the Accredited Payor shall be required to maintain the confidentiality of all disclosed documents and records and use the same strictly for the purpose of credentialing Dentist for participation in such Payor's Plan. Dentist releases IPA and its representatives from liability for acts performed in good faith and without malice in connection with this Section.
- 6.4 Other Records and Access by Health and Human Services Commission.**
- Dentist shall maintain complete and accurate fiscal records and such other records as are necessary for the evaluation of the quality, appropriateness and timeliness of Plan Benefits rendered by Dentist to Members enrolled in a Texas Medicaid Plan. Dentist shall make such records available for fiscal audit, dental/medical review, utilization review and other periodic monitoring upon request of IPA, the respective Texas Medicaid HMO or the Texas Department of Human Services, Health and Human Services Commission. Dentist shall maintain such records for such period as the law may require but in no event less than ten (10) years from the termination or expiration of the Agreement if such records are under review or audit by the Health and Human Services Commission, until such review or audit is completed.

ARTICLE VII. TERM AND TERMINATION

- 7.1 Initial Term and Renewal.** The initial term of this Agreement shall expire on _____ 200_ and thereafter shall renew automatically for successive terms of one (1) year subject to Dentist's recertification pursuant to the participation criteria adopted by IPA, or such other process as may be required by IPA then in effect, unless Dentist gives notice of Dentist's intent not to renew at least thirty (30) days prior to the expiration of the then current term.
- 7.2 Termination By IPA.** In addition to any other rights granted herein to IPA with regard to termination, this Agreement may be terminated by IPA upon sixty (60) days notice to Dentist subject to the following procedure having first been completed:
- (a) A recommendation, without stating cause, of IPA's Dental Advisory Board or its equivalent as

- established by the Board of Directors; provided, however, no committee member shall be entitled to vote on Dentist's termination if such member is a dentist who is a direct competitor of Dentist; and
- (b) The concurrence of IPA's Board of Directors; or
 - (c) Should any violation of State of Texas or Federal regulations regarding Medicare or Medicaid remain uncorrected after notice as provided in this Participating Provider Agreement has been received, IPA may terminate this agreement based on a good faith request from any HMO, MA/MA-PD Plan.

Notwithstanding and in addition to the foregoing, in cases where IPA or Amerigroup determines in good faith that the health or safety of Members is jeopardized by the continuation of this Agreement, IPA may terminate this Agreement immediately upon written notice to Dentist specifying the basis for termination and the specific facts and circumstances underlying such termination.

- 7.3 Automatic Termination Upon Failure to Obtain Recertification.** Dentist shall, from time to time, be subject to recertification for participation with IPA in accordance with the procedures established by IPA and then in effect. This Agreement shall automatically terminate if Dentist elects not to seek recertification or if recertification for participation with IPA is denied. In the event IPA has implemented an appeal process pertaining to adverse recertification decisions against Participating Dentists, Dentist may file a timely request for a hearing under such appeal process and the termination of this Agreement shall be stayed pending the exhaustion or expiration of Dentist's rights under the appeal process. In the event a decision on Dentist's recertification is pending upon the expiration of the then current term of the Agreement, this Agreement shall automatically expire upon the issuance of a final decision by IPA not to recertify Dentist for participation.
- 7.4 Termination: Cause.** Either party may terminate this Agreement for cause (a material default or breach by such other party in the non-breaching party's sole and absolute determination) upon thirty (30) days written notice, which notice shall set forth the grounds for termination. If the grounds for termination continue for the thirty (30) day period after written notice the non-breaching party shall have the right to immediately terminate this Agreement. Notwithstanding any provision in this Agreement to the contrary, Dentist shall continue to provide Plan Benefits to Members during the thirty (30) day period unless IPA determines in good faith that the health or safety of Members is jeopardized by such continuation.
- 7.5 Suspension and Termination: Dentist Conduct.** This Agreement may be terminated immediately upon notice setting forth a determination made in good faith and with reasonable belief by IPA that Dentist, after prior notice from IPA, continues a practice or pattern of (i) disregarding a Payor's or IPA's utilization review program or the rules and regulations of the IPA with respect to patient care or the over utilization or improper utilization of goods and service endangering Member health, safety and welfare; or, (ii) material deviation from the practice and quality standards adopted by IPA which jeopardize or, unless immediate action is taken, will jeopardize the health, welfare, or safety of Members. In the event IPA has adopted and implemented an appeal process, Dentist may file a timely request for a hearing under such appeal process and if a final determination favorable to Dentist is issued, this Agreement, upon request of Dentist, shall be reinstated for the unexpired portion of its then current term. Following the final determination by IPA of such appeal, in the event (a) this Agreement is reinstated, or (b) is not reinstated, Dentist shall hold IPA harmless for any damage or loss of any kind including, without limitation, (i) direct damages, (ii) consequential damages, (iii) loss of profits, or (iv) business interruption for the period during which Agreement was not in effect or for any period subsequent to its termination.
- 7.6 Termination: Automatic.** This Agreement shall automatically and immediately terminate upon the expiration, surrender; revocation, restriction or suspension (whether voluntary or involuntary) of Dentist's license to practice in Texas, the failure of Dentist to maintain current and active dental staff privileges at any one or more IPA Hospitals or the failure to be eligible to participate in the programs under Titles XVIII and XIX of the Social Security Act, as amended.
- 7.7 Grievance and Appeals Process.** See Provider Manual.
- 7.8 Disclosure of Termination.** In the event this Agreement expires or terminates for any reason or

cause, Dentist consents to IPA disclosing the same to each affected Plan and to any other entity IPA may be obligated by contract or law to provide similar disclosure.

- 7.9 Termination of Participation by a Plan: Limited Participation in Lieu of Termination.** A Payor Agreement may obligate IPA, upon a showing of good and reasonable cause based on the provision of clinical and professional services to Members or such other conditions as may be included in the applicable Payor Agreement, to terminate or limit Dentist's provision of services to Members enrolled in the Payor's Plan upon the request of the Payor. IPA shall notify Dentist if a Payor has provided notice of a requested termination or limitation and shall attempt to assist Dentist in an effort to resolve the cause for the requested termination or limitation. Dentist waives and shall not have any cause of action, at law or in equity, against IPA, its employees, agents, officers and directors, and hereby releases of the foregoing parties of and from any and all claims, demands, obligations, liabilities causes of action of every nature whatsoever, relating to, arising out of, or resulting IPA's compliance with its obligations under a Payor Agreement to terminate or limit Dentist's provision of services to Members. Notwithstanding any provision in this Agreement to the contrary, in lieu of terminating this Agreement, IPA reserves the right to limit in IPA's sole discretion, Dentist's provision of services to persons enrolled in one or specific Plans, but not all Plans, offered by the Payors with which IPA has entered Agreements.
- 7.10 Termination: Voluntary.** Either party shall have the right, upon ninety (90) days prior written notice to the other party, to terminate this Agreement; provided, however that the effective date of such termination shall not be until the first annual renewal date of this Agreement following the expiration of the ninety (90) day notice from the terminating party.
- 7.11 Continuation of Care.** Upon the termination of this Agreement for any reason or cause, Dentist shall cooperate with IPA by taking reasonable and dentally appropriate measures to assure the assumption of dental care and services to Members then under the care or treatment of Dentist by another IPA Dentist. Dentist shall furnish any information and take any action including, without limitation, continuing to provide care as IPA reasonably request in order to effectuate an orderly and systematic termination of Dentist's duties and activities under this Agreement and the transfer of Dentist's patient care obligations. Except for termination of Dentist for reason of professional incompetence, Dentist shall identify a Member of special circumstances and request that the Member be permitted to continue treatment under Dentist's care. Special circumstances means a condition such that the treating Dentist reasonably believes discontinuing care by the treating Dentist could cause harm to the patient (disability, acute condition, life threatening illness, or is past the twenty-fourth (24th) week of pregnancy). This section 7.11 shall survive the termination of this Agreement for a period of sixty (60) days.
- 7.12 Termination of Agreement With Respect to Plan Benefits Provided Members Enrolled in a Texas Medicaid Plan or Commercial HMO Plan.** Notwithstanding anything to the contrary contained in Article VII of this Agreement, the Agreement shall not be terminated with respect to Plan Benefits provided to Members enrolled in a Texas Medicaid Plan or Commercial HMO Plan without providing sixty (60) days prior written notice to the respective Texas Medicaid HMO or Commercial HMO, as the case may be; provided, however, that upon receipt of a termination notice, a Texas Medicaid HMO or Commercial HMO may, if requested by Dentist, elect to terminate Dentist's obligations to provide Plan Benefits without affording the sixty (60) day notice period, provided the respective Texas Medicaid HMO or Commercial HMO is not financially impaired or insolvent. In no event shall nonpayment of fees for Plan Benefits provided by Dentist be a valid reason for avoiding the sixty (60) day advance notice of termination of participation.
- 7.13 Post-Termination Matters.** Notwithstanding termination of this Agreement, the IPA and Payor shall continue to have access to the records maintained by Provider in accordance with Section 9.3 for a period of ten (10) years or longer as the law may require from the date of provision of Covered Services to Covered Persons to which the records refer for purposes consistent with their rights, duties, and obligations under this Agreement and Payor Agreement. Termination of this Agreement shall not affect the rights, obligations and liabilities of the parties arising out of the transactions occurring prior to termination.

ARTICLE VIII. PROMOTION AND MARKETING

- 8.1 **Provider Directory.** IPA and each Plan shall have the right to Dentist's name, business address and phone number, hospital affiliations, educational background, certifications, and specialty for purposes of marketing, informing Members of the identity of Dentist, and otherwise to carry out the terms of this Agreement.
- 8.2 **Promotion of IPA.** Dentist shall use reasonable efforts to promote the interests of IPA. Dentist shall display in a visible and prominent place such reasonable card, plaque, or similar identifying symbol as IPA may provide which identifies Dentist as a IPA Dentist.

ARTICLE IX. MISCELLANEOUS

- 9.1 **Amendment.** This Agreement may be amended or modified only by a written agreement executed by both parties; provided that from time to time IPA may deliver written notice (by return receipt mail or receipted delivery) to the Dentists of proposed amendments to this Agreement (other than retroactive amendments) which are necessary for IPA to either be in compliance with the laws, regulations or payer contract provisions governing IPA's operations in connection with this Agreement or to meet reasonable and necessary business goals for continuance of the Network, in either case in the sole determination of the IPA. In the event that IPA delivers such notice to Dentist and Dentist does not object to such amendments in writing within thirty (30) days of receipt, then such amendment shall be deemed a legal and authorized amendment under this Agreement and shall become part of this Agreement on the thirty-first (31st) day after the date notice was sent.
- 9.2 **Waivers.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of this Agreement.
- 9.3 **Governing Law/Severability.** This Agreement shall be governed in all respects and construed in accordance with the laws of the State of Texas. The invalidity of or inability to enforce any terms or conditions shall in no way affect the validity or enforceability of any other term or provision. The venue of any legal action arising from the Agreement shall be in Harris County, Texas, and IPA and Dentist specifically waive any right of venue that either might otherwise have.
- 9.4 **Assignment.** Except as otherwise provided, neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or transferred without the prior written consent of the non-assigning party. IPA shall have the right to assign this Agreement to an affiliated entity without consent of, but upon written notice to, Dentist.
- 9.5 **IPA Assignability.** Subject to the terms and conditions of an At-risk Payor Agreement, in the event a Regulated Payor determines, in good faith and upon reasonable belief that the performance of IPA is causing or may cause imminent danger to the health, safety and welfare of the Regulated Payor's Members or that IPA has failed to maintain current accounts with IPA Dentists, Dentist consents to the Regulated Payor becoming IPA's limited assignee under this Agreement for the purpose of ensuring the continued provision of Plan Benefits to the Regulated Payor's Members. If the Regulated Payor is such an assignee, it shall have the same obligations and liabilities to Dentist under this Agreement with respect to such Regulated Payor's Members as IPA.
- 9.6 **Notice.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, delivery or overnight prepaid delivery, to the parties at the addresses set forth in **ATTACHMENT A** or to such other address as may be designated by a party by notice given pursuant to this Agreement.
- 9.7 **Independent Contractor Status.** This Agreement is not intended to create nor shall any provision of this Agreement be deemed or construed to create any relationship between the parties other than that of independent contractors. Neither of the parties to this Agreement, nor any of their respective employees, shall be construed to be the agent, the employer or the representative of the other.
- 9.8 **Number and Gender.** All pronouns used in this Agreement are deemed to refer to the masculine,

feminine, neuter, singular, or plural as the context may require.

- 9.9 **Section Headings.** All article, section, or paragraph titles or captions in this Agreement are for convenience only and are not deemed part of the content of this Agreement.
- 9.10 **Indemnification.** It is understood that Dentist shall be responsible to Members for dental care and treatment, and shall be solely responsible for all acts and decisions in connection therewith. Dentist and IPA agree to hold each other harmless from all losses, damages, or costs (including reasonable attorney fees) that have been determined by settlement or adjudication to have resulted from or arisen out of the acts or omissions of the respective party with respect to the performance of its obligations under this Agreement.
- 9.11 **Conditions Precedent to Agreement Becoming Effective.** This Agreement shall not constitute a binding obligation of IPA unless and until Dentist is duly credentialed and approved for participation with IPA and an authorized officer of IPA executes this Agreement.
- 9.12 **Entire Agreement.** This Agreement, including any amendments, riders, attachments, or appendices contains the entire understanding between the parties and supersedes any prior understandings and agreements between the parties, whether written or oral, respecting the subject matter of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed personally or by their duly authorized officers or agents.

Dentist

Signature

Date

Print Name

Dentist

Print Title

Dentist PLLC

Signature

Date

Print Name

Dental Director

Print Title

THIS SECTION MUST BE COMPLETED AND EXECUTED IF DENTIST PRACTICES DENTISTRY THROUGH A PROFESSIONAL ASSOCIATION OR CORPORATION:

_____ (Print complete legal name of P.A. or corporation) ("P.A." or "P.C.") agrees and acknowledges that as a result of Dentist's participation under this Agreement P.A. will receive certain benefits and value. Therefore, as a necessary and an integral part of the relationship created by this Agreement, P.A. or P.C. agrees to be bound to the terms and conditions of Agreement as, and only to the extent that, its interests appear; provided, further, by its joinder to this Agreement P.A. or P.C. shall not be deemed to have assumed any of the obligations or duties of Dentist or to have guaranteed or indemnified the performance of Dentist under the Agreement.

As a duly authorized officer or agent of P.A. or P.C. (Signature)

Print Name and Title

**ATTACHMENT A
NOTICE**

Any notice to be given pursuant to this Agreement shall be addressed and delivered to the following address unless otherwise changed in accordance with the provisions of Article IX, Section 9.6:

If to IPA:

Dentist PLLC
9494 Southwest Freeway
Suite 820
Houston, TX 77074

If to Dentist:

NAME

ADDRESS

SUITE

CITY/STATE/ZIP CODE

DATE SIGNED:

ATTACHMENT B

REIMBURSEMENT SCHEDULE