Participating Dentist Agreement

This Participating Dentist Agreement ("Agreement") is between Dental Health Alliance, L.L.C. ("DHA") and the dentist or dental entity signing this Agreement ("Dentist" or "you").

1 Preliminary Provisions.

(a) DHA provides access to a network of participating licensed dentists (the "Network") for Eligible Persons and evaluates the credentials of dentists for membership in the Network. "Eligible Persons" are individual participants in group dental benefit plans or affinity groups who are identified by clients of DHA as eligible to be treated by you under the terms of this Agreement. The list of Eligible Persons changes monthly and should be confirmed by you prior to initiation of treatment.

(b) DHA desires to make arrangements for you to participate in the Network and provide dental care to Eligible Persons. The Agreement is for the purpose of allowing Eligible Persons to access your services and network fees and it applies to network leasing arrangements. You agree to provide dental care to Eligible Persons under the terms and conditions in this Agreement.

(c) This Agreement shall become effective on the date listed below DHA's signature and will be returned to you with a list of fees for procedures commonly associated with your practice and specialty (DHA Personal Fee Profile® or "Fee Profile") and the DHA Dentist Guide ("Dentist Guide"), subject to your right of termination as set forth in Section 8(b).

2 Dentist's Continuing Representations and Warranties.

(a) You represent to DHA, except as stated in an attachment to this Agreement, that you are licensed to practice dentistry in the state(s) in which the dental practice(s) listed at the end of this Agreement is (are) located; that your license has never been denied, revoked, limited, not renewed, suspended, or probation, voluntarily surrendered or made subject to any requirement or condition in any jurisdiction; that you have never had a loss or limitation of professional privileges; that you have never been disciplined by any peer review or disciplinary committee or any professional body; that you have never been a defendant in a malpractice lawsuit or had a malpractice claim filed against you; that neither your DEA nor CDS Certificate has ever been subject to loss, surrender or limitation; that you have never been denied, expelled or suspended from participating or voluntarily relinquished your participation in any state or federal program (including Medicare or Medicaid); that your professional liability (malpractice) insurance has never been terminated, reduced, or restricted and that you will maintain such insurance in effect in at least the amounts that you submitted to DHA in connection with your application to join the Network; that you have never been convicted of, or pled guilty or no contest to, a crime (other than a minor traffic violation); that you do not use drugs or controlled substances illegally; that you comply and have complied with all applicable laws, rules, guidelines and regulations regarding the practice of dentistry; that you are able to perform the necessary and integral functions of dentistry; and that the information in your Agreement, credentialing documents and fee survey (together, "Application") is true, accurate, complete and not misleading.

(b) Your representations and warranties shall be deemed continuing and you agree to notify DHA in writing within 10 days if any of your representations or warranties shall cease to be true and correct at any time while this Agreement is in effect.

3 Dentist's Rights and Obligations.

(a) General. You agree to provide dental care to Eligible Persons in accordance with the terms of this Agreement, your Fee Profile and Dentist Guide.

(b) Agreed Fees. You agree that the total amount that you are entitled to be paid for providing dental care and supplies to Eligible Persons shall not exceed the lesser of your usual charge or the amount in your Fee Profile. You agree to maintain your Fee Profile as your total compensation for all procedures regardless of the dental plan benefits provided to or arranged for Eligible Persons. You agree not to charge Eligible Persons or their payors for the difference between your usual charge and the amount in your Fee Profile.

(c) Acceptance of Fee Profile. Once DHA receives this Agreement signed by you, DHA will carefully evaluate the Application and any other relevant information. DHA is not obligated to accept any dentist into the Network. If the Application is acceptable, DHA will prepare a Fee Profile and mail it to you with a letter of acceptance. You may reject your Fee Profile and terminate from the Network by notifying DHA pursuant to Section 8(b).

(d) Multiple Fee Profiles. If you practice dentistry in more than one location, DHA may establish more than one Fee Profile. In this event, you agree that each location will adhere to the applicable Fee Profile.

(e) Service and Care. You agree to provide Eligible Persons the same care and attention, appointment availability, and office facilities that you customarily provide to all your other patients and that the quality of your dental care shall be consistent with generally accepted standards of dental care.

(f) Dentist Responsible for Quality. You shall be solely responsible for the quality of services and for all acts or omissions relating to the diagnosis and treatment of Eligible Persons.

(g) No Discrimination. You agree not to discriminate in the treatment of Eligible Persons or the quality of service due to age, gender, disability, health status, race, national origin, sexual orientation, religion, or source of payment.

(h) Insurance. You agree at your own cost and expense to maintain such general liability, professional liability and other insurance coverages as may be necessary to insure yourself and your officers, directors, employees and agents, against any claims or damages in connection with the performance of your responsibilities under this Agreement. The coverages, amounts and insurance carriers shall satisfy DHA's credentialing and recredentialing requirements at all times.

(i) Indemnification. You agree to indemnify and hold harmless DHA, its parents and affiliates and their officers, directors, employees and agents, from any and all settlements, awards, judgments, costs or expense resulting from the intentional, reckless or negligent acts or omissions by you or any person(s) under your direct or indirect supervision or control. You shall not be obligated to indemnify and hold harmless DHA, its parents and affiliates or their officers, directors, employees, and agents from any settlements, awards, judgments, costs or expense resulting from the intentional, reckless or negligent acts or omissions of DHA, its parents or its affiliates.

(j) Non-Exclusive Agreement. Nothing in this Agreement will restrict you from participating in any other network or health care delivery program of your choice, or from providing services to persons who are not Eligible Persons.

(k) Privacy and Security. You agree, where legally required, to comply with all applicable privacy and security laws, including but not limited to (i) Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), (ii) Gramm-Leach-Bliley Act ("GLB"), (iii) any and all applicable state privacy and security laws, and (iv) any relevant regulations promulgated in conjunction with applicable privacy and security laws. You agree to take all reasonable precautions to protect against the unauthorized use, publication, destruction or disclosure of sensitive information, to notify DHA.
immediately of any security breach, and to cooperate fully with DHA in managing its privacy and security compliance.

4 Independent Contractor. In the performance of your obligations under this Agreement, you and DHA are independent contractors. None of the provisions of this Agreement shall create any employee-employer relationship, partnership, agency, or joint venture between you and DHA or DHA’s clients.

5 DHA Rights and Obligations

(a) Referrals to Eligible Persons. DHA will use its best efforts to refer Eligible Persons to dentists participating in the Network.

(b) Use of Information. DHA may list you in paper and electronic provider directories and search results. DHA may utilize any of the information in the Application, or otherwise obtained, to assist Eligible Persons to select a dentist. DHA may disclose relevant fee information to assist with claims processing and to help Eligible Persons decide to which dentist they wish to be referred.

(c) Limiting Participating Dentists. DHA reserves the right to limit the number of participating dentists in any geographic area provided that this provision is not in conflict with applicable law.

(d) Payment of Claims. Eligible Persons and/or DHA clients are responsible for paying claims in accordance with the terms of any applicable dental benefits plan. You acknowledge that DHA, as the dental network, does not pay claims and does not have financial responsibility for paying for any dental treatment.

(e) DHA’s Clients as Beneficiaries. All of DHA’s rights under this Agreement extend to DHA’s clients.

6 Release. You hereby release DHA, its parents and affiliates and their officers, directors, employees and agents from liability for any act performed in good faith in connection with evaluating your practice and qualifications for participation in the Network.

7 Utilization Review. You agree to abide by the Utilization Review, Utilization Monitoring and Quality Assurance policies published in the Dentist Guide, as modified from time to time.

8 Termination.

(a) This Agreement may be terminated immediately by DHA by written notice if any of your representations, warranties, or continuing agreements ceases to be true and correct in any material respect or if you shall breach any provision of this Agreement.

(b) This Agreement may be terminated by you by written notice to DHA for any reason within 30 days after you receive notice of acceptance by DHA.

(c) This Agreement may be terminated by either DHA or you without cause upon 90 days prior written notice to the other.

9 General.

(a) Entire Agreement; Amendments; Assignment; Counterparts; Governing Law; Severability. This Agreement (and any applicable amendments), your Fee Profile and Dentist Guide constitute the sole and final agreement between the parties and supersede all previous agreements, promises or representations, either oral or written, between the parties. This Agreement can be changed or modified only by a signed writing executed by the parties. DHA may periodically adjust your Fee Profile and may periodically amend the Dentist Guide, in each case by written notice of such change to you. You may not assign this Agreement, or assign or delegate your rights or obligations, without DHA’s prior written consent. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. This Agreement shall be governed by the internal laws of the State of Missouri without regard to Missouri conflict of law rules. In the event that any provision of this Agreement shall be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected.

(b) Notice. Any notice provided for in this Agreement shall be in writing addressed by DHA to you at the address listed in this Agreement and by you to DHA at 2323 Grand Blvd., Kansas City, MO 64108. Either party may change the address for notice upon giving written notice of such new address to the other party.

(c) Dispute Resolution. The parties hereby submit to the exclusive jurisdiction and venue of the State and Federal courts of Missouri with respect to all actions and proceedings arising out of or relating to this Agreement. With respect to all such actions and proceedings, the parties hereby expressly: (i) waive the defense of an inconvenient forum; (ii) waive any objection to venue; (iii) waive all rights to a trial by a jury; and (iv) agree that a final judgment may be enforced in any jurisdiction by suit on the judgment or in any other manner provided by law.

(d) Confidentiality. You agree to keep confidential the terms and conditions of this Agreement, your Fee Profile and Dentist Guide, and not to discuss your Fee Profile with any other dentist participating in the Network. However, you may provide relevant fee information in response to requests from Eligible Persons relating to proposed treatment.

(e) Verification. You hereby authorize DHA to obtain from third parties confirmation of malpractice coverage, claim history, education and training and licenses, and other information deemed pertinent to credentialing and to update that information from such sources as DHA deems appropriate.

Dentist and Practice Information

Please provide applicable information for each practice location. Please print legibly and attach additional sheets of paper if needed.

Practice Name

Practice Address

Practice City State Zip Code

Practice Phone Number Website Address

Fax Number E-mail Address

Tax ID Number (used for claim submission) Individual NPI

Dentist Name Date of Birth

Social Security Number Specialty

Dental School Degree Year of Graduation

State License Number Expiration Date

DEA Registration Number Expiration Date

CDS Registration Number Expiration Date

Professional Liability Insurance

If any of your Continuing Representations and Warranties in § 2 cannot be answered affirmatively, sign the Agreement and submit a separate signed and dated document (“Addendum to Participating Dentist Agreement”) containing a complete narrative explanation for each non-affirmative response.

Dentist Signature Date

Dental Health Alliance, L.L.C.

By: ________________________________

Effective date ________ , 20________