

DeCare Dental EncompassSM
PARTICIPATING DENTIST AGREEMENT
For Dentists in Maine

This AGREEMENT is made this _____ day of _____, by and between DeCare Dental Encompass sponsored by DeCare Dental Networks, LLC, (hereinafter DDN) a Minnesota limited liability company having its principle place of business at 3560 Delta Dental Drive, Eagan, Minnesota, 55122, and the undersigned dentist (hereinafter Dentist).

As part of this agreement, DDN has arrangements with its affiliate DeCare Dental Health International, LLC, (hereinafter DDHI), a Minnesota limited liability company, to perform administrative and claims payment services on behalf of Securian Life Insurance Company, (hereinafter Securian) a Minnesota corporation and licensed insurer in the state of Maine, and employer group dental plans administered by DDHI to provide a network of dentists.

In consideration of the mutual and reciprocal obligations defined herein, DDN and Dentist agree as follows:

ARTICLE I. DEFINITIONS

As used in this agreement, unless the context indicates otherwise, the following terms have the following meanings:

- A. Benefit means the dollar amount credited against the charges for Covered Services rendered by Dentist to a Member under the terms of his/her Dental Insurance Certificate of Group Coverage or Securian and DDHI Administered Plans for which Dentist will not bill the Member.
- B. Coinsurance means the percentage of covered charges for which Benefits are provided and the remaining percentage of charges which the Member must pay.
- C. Copayment means a specified dollar amount that the Member must pay per unit of service.
- D. Covered Services means the services for which dental Benefits are available.
- E. Deductible means the amount of allowable charges a Member must pay toward the cost of certain Covered Services before Benefits are available under his/her Dental Insurance Certificate of Group Coverage.
- F. Dental Insurance Certificate of Group Coverage means the contract between Securian and the Subscriber or contracting group, approved by the Maine Bureau of Insurance, describing the terms, conditions, and limitations of the Member's coverage for dental services.
- G. Dentist means a doctor of dentistry duly licensed and registered to practice the profession of dentistry and whose license is in good standing with the appropriate licensing or governing body of the state of Maine, any other jurisdiction of the United States, a territory of the United States, a foreign country or other similar jurisdiction.
- H. Maximum Allowances means the amount, which Dentist agrees to accept as payment and not to bill the Member in excess of that amount for a given service.
- I. Medically Necessary Services means the determination that treatment, supplies, or levels of service are necessary and appropriate for the diagnosis of the Member's condition, illness, disease, or injury; the most cost-effective service, generally accepted standard of care, supplies, or level of service that can safely be provided to the Member to treat their condition, illness, disease, or injury; and not provided primarily for the convenience of the Member or Dentist.

- J. Member means an individual who has obtained dental coverage under a Securian Dental Insurance Certificate of Group Coverage or other dental Plan or other Securian and DDHI administered plan.
- K. Plan, and or, Benefit Plan means any dental benefit plan issued, administered, or serviced by Securian or DDHI.
- L. Securian and DDHI Administered Plans means the contracts between an employer group that has established a self-funded dental plan under ERISA and Securian and DDHI.
- M. Subscriber means the Member who is the eligible employee covered by the Benefit Plan by virtue of employment with a contracting group or the head of a family covered by the Benefit Plan.

ARTICLE II. MUTUAL OBLIGATIONS

- A. DDN and Dentist agree to work collaboratively to improve the appropriateness, effectiveness, and efficiency of dental services, including activities aimed at the development of measures to assess and improve the quality of dental services furnished to Members.
- B. Dentist and DDN agree that they will not discriminate because of sex, race, religion, color, or national origin in any area of their operations including, but not limited to, employment, customer service, or patient care.
- C. Dentist, his/her successors and assigns, agree to indemnify and hold harmless Securian, DDHI and DDN, for any and all claims, demands, damages, judgments, liabilities, and expenses, including but not limited to reasonable attorney fees, arising out of or in connection with any acts, omissions, alleged malpractice or neglect of the agents, representatives, or employees of Dentist done or alleged to have been done in connection with this Agreement including, but not limited to, the provision of services to Members.

DDHI and DDN, their successors and assignees, agree to indemnify and hold harmless Dentist, for any and all claims, demands, damages, judgments, liabilities, and expenses, including but not limited to reasonable attorney fees, arising out of or in connection with any alleged negligent acts, omissions or neglect of the agents, representatives, or employees of DDHI and DDN done or alleged to have been done in connection with this Agreement.

ARTICLE III. OBLIGATIONS OF DENTIST

A. Conditions of Participation

Dentist's participation under this Agreement is conditioned on his/her meeting the following standards and obligations.

1. Dentist has and will maintain an active, unrestricted license to practice dentistry in the state or the jurisdiction in which his/her practice is located.
2. Dentist is and will remain in compliance with all local, federal and state statutes and regulations applicable to the operation of a dental practice.
3. Dentist has and will maintain an unrestricted Drug Enforcement Administration (DEA) permit.
4. Dentist has and will maintain malpractice and liability insurance with minimum limits in the amount of \$1 million/\$3 million aggregate. In case such insurance is terminated, Dentist will notify DDN no less than thirty (30) days prior to the date of termination.
5. Dentist's facilities and equipment are constructed, arranged, maintained, and operated in a manner that is intended to assure the safety of its patients and staff. Dentist will also comply with regulations covering blood borne pathogens promulgated by the U.S. Occupational Safety and Health Administration and guidelines for body substance isolation and infection control issued by the U.S. Centers for Disease Control.

6. Dentist has on his/her premises in good working order equipment appropriate to the services provided. Periodic maintenance of this equipment will be performed to ensure optimal precision and safety.
7. Dentist will maintain an adequate dental record for each patient that includes, but is not limited to, the reason or reasons the service was performed, and dated reports of all procedures performed, including any complications thereof.
8. Dentist will notify Securian or DDHI of any overpayment within thirty (30) days of identifying such overpayment. Dentist will return to Securian or DDHI any overpayments within thirty (30) days of a written request by Securian or DDHI for such overpayments. If Dentist does not return a requested overpayment Securian or DDHI may deduct the amount of the overpayment from future payments.
9. Dentist shall send written notice to DDN within thirty (30) days of occurrence of:
 - a. Any change in ownership or change in name, location address or mailing address.
 - b. Any action that could or does result in revocation, suspension or limitation of Dentist's licensure or DEA permit.
 - c. Becoming legally disqualified to practice dentistry.
10. Securian or DDHI may require pre-authorization for certain unusually complex, protracted, or expensive services. Securian or DDHI will notify Dentist of all services requiring pre-authorization. Dentist agrees that if Dentist fails to solicit and/or receive pre-authorization for such services, and Benefits are subsequently reduced or denied, Dentist shall not hold Securian or DDHI or the Member responsible for any portion of the charges thus reduced or denied.
11. Dentist will provide DDN with a copy of any written mass communication relating to the dental program and/or Securian or DDHI directed to Members by Dentist, at least thirty (30) days prior to distribution. Under no circumstances may Dentist use the Securian, DDHI or DDN logo in his/her advertising material.
12. Securian or DDHI shall have the right to include Dentist's name in professional directories given to subscribing groups.
13. Dentist agrees that DDN shall have the right to permit other entities with which it has a relationship to have access to and use this dental network, upon thirty (30) days written notice to Dentists, but only under the same terms and conditions as are contained herein.

B. Provision of Services

1. Dentist shall provide to Members dental services within the scope of Dentist's professional licensure and consistent with Dentist's dental practice.
2. Dentist agrees to accept the Maximum Allowances determined by DDN pursuant to Article IV (A) of this Agreement as payment in full for Covered Services rendered to Members. It is understood that the Member is responsible directly to Dentist for any Deductible, Coinsurance, Copayment or balances for Covered Services up to the Maximum Allowance as may be stated in the Member's Dental Insurance Certificate of Group Coverage or other similar instruments, which describe the Benefits available for dental services provided to Members. It is understood that under any circumstances in which the Member is to pay charges or a balance of charges, the sum of the amount paid by Securian or DDHI and the amount to be paid by the Member shall not exceed the Maximum Allowance stated in Article IV (A) of this Agreement. If multiple coverage exists, Dentist may submit balances to another insurer.
3. Dentist shall apply all his/her rules, regulations, policies, and charges to Members in the same manner as it applies them to other patients, except as modified by this Agreement.

C. Responsibility for Services

1. Dentist shall be solely responsible for the quality of services provided to Members. Nothing contained herein shall be construed to alter the dentist-patient relationship or to interfere with Dentist's responsibility to provide services acceptable by current dental standards. The final decision to provide or receive services, regardless of whether Securian or DDHI determined that such services are covered under this Agreement, is between Dentist and the Member.

2. The parties hereto agree that decisions made by Securian or DDHI, including decisions regarding medical necessity and appropriateness, are made for Benefit determinations only and that Securian or DDHI is not engaged in the practice of dentistry. Dentist's refusal to provide services to a Member shall not be imputed to Securian or DDHI; the parties specifically agree that Dentist is an independent contractor and neither the principal nor agent of Securian or DDHI.

D. Claim Filing

1. Dentist shall permit authorized representatives of Securian or DDHI, at any time during normal business hours convenient to Securian or DDHI and Dentist, to:
 - a. Examine Dentist's books of account and other financial records relevant to the purpose of verifying the charges for services rendered to Members during the term of this Agreement;
 - b. Obtain, as allowed by law, at no charge to Securian or DDHI, existing radiographs and a copy of any record of the service or services furnished any Member by Dentist (Securian or DDHI will assure Dentist that the Member's authorization for release of dental information has been obtained); and/or
 - c. View Dentist's facilities.
2. Dentist shall submit claims within sixty (60) days of completion. Securian or DDHI will not issue payment for Covered Services not billed within 12 months of completion.

ARTICLE IV. OBLIGATIONS OF DDN

A. General

1. Benefits shall be paid for services defined as Covered Services in the Subscribers Dental Insurance Certificates of Group Coverage and similar instruments, which describe the Benefits available for dental services provided to Members. Specific Member Benefits may be verified by contacting Securian or DDHI 's provider/customer service representatives.
2. For services covered under Dental Insurance Certificates of Group Coverage issued by Securian or DDHI, Securian or DDHI shall pay Dentist the lower of the following amounts, minus any Deductible, Coinsurance and/or Copayment amounts for which the Member may be responsible:
 - a. The charge for the procedure submitted by Dentist to Securian or DDHI; or
 - b. The Maximum Allowance specified in Exhibit 1.
3. Securian or DDHI shall, whenever reasonable and practicable, make payment for non-investigated claims submitted by Dentist within thirty (30) days of receipt.
4. Securian or DDHI will notify Dentist of any overpayment or underpayment within thirty (30) days of identifying such overpayment or underpayment.
5. Securian or DDHI will notify Dentist of new dental programs through which Members will be entitled to receive Benefits for Covered Services in accordance with this Agreement.

B. Limitations and Exclusions

Securian or DDHI reserve the right to determine medical necessity and appropriateness under the terms of this Agreement insofar as such determinations establish the Benefits available to the Member under the applicable Dental Insurance Certificate of Group Coverage or other dental Plan. Dentist shall not be paid for, and the Member shall not be responsible for, services that have been determined not to be Medically Necessary and appropriate. However, if the Member is informed by Securian or DDHI or Dentist that a service is not Medically Necessary and appropriate, and the Member chooses to receive the service, Dentist may recover the charge for the service from the Member. Dentist may charge the Member their usual fee for non-covered services.

C. Coordination of Benefits With Other Insurance

1. When Securian or DDHI are determined to be the primary carrier, Dentist will be reimbursed pursuant to Article IV (A) of this Agreement.
2. When Securian or DDHI are determined to be the secondary carrier, the Securian or DDHI Benefits allowed will be paid to Dentist. The primary carriers payment will be applied against the Maximum Allowance for the service and the Securian or DDHI Benefit determined in accordance with Article IV (A) will apply against the balance due. In no event shall Securian or DDHI make payment as the secondary carrier when such payment when combined with the primary carriers payment exceeds the amounts in Article IV (A).
3. When Securian or DDHI make payment to Dentist on the assumption that Securian or DDHI is the primary carrier, when in fact Securian or DDHI are the secondary carrier, Securian or DDHI will recover the total amount of the primary payment and issue a separate payment to Dentist in the amount of the difference, for Covered Services, between the payment made by the primary carrier and the billed charge, up to the Benefit level stated in Article IV (A).

ARTICLE V. DISPUTES

Prior to seeking legal recourse, Dentist and DDN agree to attempt to resolve any claim, dispute, or misunderstanding arising out of or in connection with this Agreement and its amendments by meeting to discuss the issue(s) involved. It is understood that no sanction will be sought or applied by Dentist or DDN until such time as it has given the other party reasonable notice and opportunity to request such a meeting. The parties agree to schedule such meeting within thirty (30) days of request.

ARTICLE VI. TERM OF AGREEMENT

- A. This Agreement shall remain valid and in effect for one year from effective date. Upon the expiration of the term of this Agreement, it shall be automatically renewed for successive one year terms unless either party shall have provided written notice to the other party, not less than thirty (30) days prior to the expiration of the term of this Agreement or any renewal term, as the case may be, of its intent not to renew this Agreement.
- B. This Agreement may be terminated at any time upon thirty (30) days prior written notice to the other party.
- C. DDN may terminate this agreement immediately upon Dentist failure to comply with the conditions of Article III (A.1, 2, 3, or 4).
- D. In the event of termination, the obligation of Dentist's to render service hereunder shall cease, except to complete in-process Covered Services then being rendered by Dentist to any Member. Securian or DDHI will pay Dentist for completion of such Covered Services consistent with this agreement. This provision does not apply to the orthodontic amendment.

ARTICLE VII. GENERAL

- A. Notices, reports and records sent to DDN shall be addressed to:

Network Representative
 DeCare Dental Networks
 P O Box 1175
 Minneapolis, MN 55440-1175

Notices, reports and records sent to Dentist shall be addressed to:

Notices shall be deemed effective when received by the party to whom they are addressed, unless otherwise specified.

- B. **Assignment.** No assignment of the rights, duties or obligations established in this Agreement shall be made by Dentist without written consent of DDN. Any assignment exercised in violation of this paragraph is void.
- C. **Entire Agreement.** This Agreement constitutes the entire agreement between DDN and Dentist with respect to the provision of dental services under a Dental Insurance Certificate of Group Coverage or a Securian and DDHI Administered Plan and supersedes any and all communications, oral or written, which have taken place between the parties. No implied covenants shall be read into this Agreement. This Agreement does not alter or supersede the terms of any contracts between DDN and Dentist for the provision of services under a Securian or DDHI certificate of dental coverage.
- D. **Amendments.** Any modifications or amendments to this Agreement shall be made in writing and shall be affixed hereto and shall constitute part of the Agreement. DDN shall provide such modifications or amendments to Dentist prior to their effective date and will make best efforts to provide them thirty (30) days prior to their effective date.
- E. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Maine.
- F. **Relationship of Parties.** Neither of the parties to this Agreement nor any of their respective employees shall be construed to be the agent, employee, or representative of the other, or liable for any acts of omission or commission on the part of the other.
- G. **Waiver of Breach.** Neither the failure nor any delay on the part of DDN or Dentist to exercise any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege. In the event DDN or Dentist should waive any breach of any provision of this Agreement, it will not be deemed or construed as a waiver of any other breach of the same or a different provision.
- H. **Severability Clause.** In the event that any provision, portion, paragraph, term, or condition shall be determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision, portion, paragraph, term, or condition hereof.
- I. Dentist hereby expressly acknowledges his/her understanding that this Agreement constitutes a contract between Dentist and DDN. Dentist further acknowledges and agrees that he/she has not entered into this Agreement based upon representations by any person other than DDN and that no person, entity, or organization other than DDN shall be held accountable or liable to Dentist for any of DDN's obligations to Dentist created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of DDN other than those obligations created under other provisions of this Agreement.

IN WITNESS WHEREOF, the parties have each executed this Agreement in duplicate by their authorized representatives whose signatures appear below, effective as of the day and year first above written.

DECARE DENTAL NETWORKS:

DENTIST:

Signed Name

Signed Name

Nancy L McMorran

Printed Name

Printed Name

Date

Date