

## MASTER DENTAL PROVIDER AGREEMENT

THIS DENTAL PROVIDER AGREEMENT (“*Agreement*”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “*Effective Date*”), by and between \_\_\_\_\_ (the “*Provider*”) and Managed Care of North America, Inc., d/b/a/ MCNA Dental Plans (“*MCNA*”).

WHEREAS, Provider is actively engaged in the practice of dentistry as a primary care or specialty Provider, and is duly licensed and practicing in accordance with the laws of the State;

WHEREAS, MCNA is a duly licensed dental benefits administrator which contracts with MCNA’s Affiliate, MCNA Insurance Company, various state agencies and private health insurance plans, to arrange for the provision of covered dental services to children and adults enrolled in commercial health insurance, Medicare, Medicaid and Children’s Health Insurance (CHIP) programs;

WHEREAS, MCNA wishes to contract with Provider to provide certain Covered Services to Covered Persons.

WHEREAS, Provider desires to provide the Covered Services specified in this Agreement to Covered Persons for the consideration, and under the terms and conditions, set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual promises herein stated, the parties hereby agree as follows:

### ARTICLE I DEFINITIONS

In addition to the defined terms highlighted and in bold herein, each of the following terms used in this Agreement and its Attachments, (and the plural thereof, when appropriate) shall have the meaning set forth herein:

“*Affiliate(s)*” means MCNA Insurance Company, a Texas accident and health insurance company, and any other person or entity controlling, controlled by, or under common control with MCNA.

“*Attachment(s)*” means the attachment(s) to this Agreement, including product attachments, addenda, and exhibits incorporated herein by reference. Attachments are state specific or product specific, amend or supplement the terms and conditions of this Agreement, and are incorporated herein.

“*Clean Claim*” has, as to each particular product, the meaning set forth in the Attachment pertaining to each such product. If there is no definition for a particular product, “Clean Claim” shall have the meaning set forth in the Provider Manual.

“*Covered Person*” means a person eligible for, and enrolled in, MCNA or an Affiliate to receive Covered Services. Covered Person(s) shall include the patient, parent(s), guardian, spouse or any

other legally or potentially legally, responsible person of the Covered person being served.

**“Covered Services”** means those Medically Necessary dental care services covered under the terms of the applicable Payor Contract and rendered in accordance with the Provider Manual.

**“Emergency or Emergency Care”** has, as to each particular product, the meaning set forth in the Attachment pertaining to each such product. If there is no definition for a particular product, Emergency Care shall mean inpatient and outpatient Covered Services furnished by a qualified provider that are needed to evaluate or stabilize an Emergency Medical Condition.

**“Emergency Medical Condition”** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following: (i) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part.

**“Dental Director”** means a duly licensed General Dentist or Specialist designated by MCNA to monitor and evaluate the appropriate utilization of Covered Services by Covered Persons.

**“Medically Necessary”** means, unless otherwise defined in the applicable Attachment, any dental care services determined by MCNA’s Dental Director or Dental Director’s designee to be required to preserve and maintain a Covered Person’s oral health, provided in the most appropriate setting and in a manner consistent with the most appropriate type, level, and length of service, which can be effectively and safely provided to the Covered Person, as determined by acceptable standards of medical practice and not solely for the convenience of the Covered Person, Covered Person’s Provider, Provider or other health care provider.

**“Participating Dental Care Provider”** means Provider, or any other dental care provider listed on the group roster attached hereto as Appendix A, that has contracted directly or indirectly with MCNA to provide Covered Services to Covered Persons and is credentialed in accordance with the MCNA’s credentialing criteria.

**“Payee”** means a Participating Dental Care Provider.

**“Payor”** means MCNA Insurance Company, or any other entity identified in an Attachment to this Agreement that contracts with MCNA for the provision of dental benefits administrative services.

**“Payor Contract”** means MCNA or MCNA Insurance Company’s contract with any Payor that governs the provision of Covered Services to Covered Persons.

**“Provider Manual”** means the MCNA manual of policies, procedures, and requirements to be followed by Participating Dental Care Providers. The Provider Manual includes, but is not limited to, utilization management, quality management, grievances and appeals, and Payor- specific program requirements, and may be changed from time to time by MCNA.

**“State”** means the state set forth in the Attachment(s) attached hereto.

“*State Contract*” means a contract to provide Covered Benefits between MCNA and a State.

## ARTICLE II MCNA’S OBLIGATIONS

1. **Administration.** MCNA shall be responsible for the administrative activities necessary or required for the commercially reasonable operation of a dental benefits administrative services organization. Such activities shall include, without limitation, provider network development, quality improvement, utilization management, grievances and appeals, claims processing, and maintenance of provider directories and records.
2. **Provider Manual.** MCNA shall make the Provider Manual available to Provider via MCNA’s website and upon Provider’s request. MCNA shall post changes to the Provider Manual on MCNA’s website and provide Provider with prior written notice of material changes to the Provider Manual. The Provider Manual is specifically incorporated herein and made a part of this Agreement. Provider and MCNA intend for, and shall be bound by this Agreement, any Attachments, and the Provider Manual, as one integrated contract.
3. **Identification Cards.** If applicable, MCNA shall issue to Covered Persons an identification card that shall bear the name of the Covered Person and a unique identification number.
4. **Benefits and Eligibility Verification.** MCNA or , as determined by the Payor or State Contract, shall be responsible for all eligibility and benefit determinations regarding Covered Services and all communications to Covered Persons regarding final benefit determinations, eligibility, bills, and other matters relating to their status as Covered Persons.
5. **MCNA’s Dental Director.** MCNA shall provide a Dental Director to be responsible for the professional and clinical operations of MCNA.

## ARTICLE III PROVIDER’S OBLIGATIONS

1. **Covered Services.** Provider shall provide to Covered Persons those Covered Services described in the applicable Attachment(s) in accordance with the Provider Manual and according to the generally accepted standards of dental practice in the Provider’s community, the scope of Provider’s license and the terms and conditions of this [Agreement](#). ~~Unless otherwise specified in an Attachment hereto, Provider shall make necessary and appropriate arrangements to assure the availability of Covered Services to Covered Persons (i) on a twenty-four (24) hour per day, seven (7) day per week basis, (ii) urgent care services, including urgent specialty care, shall be provided within twenty-four (24) hours of a Covered Person’s request, and (iii) therapeutic and diagnostic care shall be provided within fourteen (14) days of a Covered Person’s request. Provider will make arrangements to ensure coverage of Covered Persons after hours or when Provider is otherwise absent. Provider agrees that such arrangements will be with a Provider that is a Participating Dental Care Provider.~~ All Participating Dental Care Providers, including those portable, mobile, or non-office based Providers, are required to provide comprehensive care to all Covered Persons within the time and distance requirements set forth in [the State specific Product Attachment\(s\) to this Agreement](#). Participating Dental Care Providers cannot limit their practices to diagnostic and

preventive services only.

2. **Provider Qualifications.** Provider shall be licensed to practice dentistry ~~in the State~~, maintain good professional standing at all times, and maintain throughout the term of this Agreement all necessary licenses, certifications, registrations and permits as are required to provide the Covered Services. Evidence of such licensure shall be submitted to MCNA upon request.

3. **Compliance with MCNA Policies and Procedures.** Provider shall at all times cooperate and comply with the policies and procedures of MCNA as set forth in this Agreement, the Provider Manual, and any Provider Manual updates contained in periodic provider bulletins and other written notices intended for that purpose.

4. **Determination of Covered Person Eligibility.** Provider shall verify, in accordance with the Provider Manual, whether an individual seeking Covered Services is a Covered Person. If MCNA determines that such individual was not eligible for Covered Services at the time the services were rendered, such services shall not be eligible for payment under this Agreement, and Provider may bill the individual or other responsible entity for such services.

5. **Emergency Care.** Provider shall provide Emergency Care in accordance with applicable federal and state laws and the State Contract. MCNA shall not require a prior authorization of any kind for Emergency Care. Provider shall notify MCNA within twenty-four (24) hours or by the next business day of rendering or learning of the rendering of Emergency Care to a Covered Person.

6. **Acceptance of New Patients.** To the extent that Provider is accepting new patients, Provider must also accept new patients who are Covered Persons. Provider shall provide MCNA forty-five (45) days prior written notice of Provider's decision to no longer accept new Covered Persons. In no event shall any established patient of Provider who becomes a Covered Person be considered a new patient.

7. **Referrals.** If Provider is a specialist, Provider shall deliver Covered Services to Covered Persons upon referral from a MCNA primary dental care provider ("**PDP**") or MCNA. Provider shall arrange for any appropriate referrals of Covered Persons as needed in accordance with the requirements of the Provider Manual.

~~8. **Coordination of Care; Reporting to Primary Care Providers.** Provider shall, within a reasonable time following consultation with, or testing of, a Covered Person (not to exceed one (1) week), make a complete written report to the Covered Person's PDP. However, with respect to findings which indicate a need for immediate or urgent follow-up treatment or testing, or which indicate a need for further or follow-up care outside the scope of the referral authorization or the scope of Provider's area of expertise, Provider shall make an immediate oral report to the Covered Person's PDP (if applicable), not to exceed twenty four (24) hours from the time of Provider's consultation or receipt of the report of the testing, as applicable.~~

89. **Treatment Decisions.** MCNA shall not be liable for, nor will it exercise control over, the manner or method by which Provider provides or arranges for Covered Services. Provider may not refuse to provide medically necessary or Covered Services to Covered Persons specified in the State Contract for non-medical reasons, except those services allowable under federal law for religious

and moral objections. However, the Provider is not required to accept or continue treatment of a patient with whom the Provider determines a professional relationship cannot be maintained/established. The Provider understands that MCNA's determinations, if any, to deny payments for services which MCNA does not deem to constitute Covered Services or which were not provided in accordance with the requirements of this Agreement, the Attachments or the Provider Manual, are administrative decisions only. Such a denial does not absolve Provider of Provider's responsibility to exercise independent judgment in Covered Person treatment decisions. Nothing in this Agreement is intended to interfere with Provider's provider-patient relationship with Covered Person(s).

**109. Covered Person Communication.** Provider shall obtain MCNA's approval for Covered Person communication as required by the Payor or State Contract and applicable State and federal law. Nothing in this Agreement shall be construed as limiting Provider's ability to communicate with Covered Persons with regard to quality of dental care or treatment decisions or alternatives regardless of Covered Service limitations under the Payor Contract.

**101. Dental Office Space.** Provider agrees that the dental office space at which Covered Services are provided hereunder shall be maintained in accordance with applicable federal and State laws and the standards contained in the Provider Manual.

**112. Disparagement Prohibition.** Provider agrees not to disparage Payor or MCNA in any manner during the term of this Agreement or in connection with any expiration, termination or non-renewal of this Agreement. Provider shall not interfere with MCNA's contractual relationships including, but not limited to, those with other Participating Dental Care Providers. Nothing in this provision, however, shall be construed as limiting Provider's ability to inform patients that this Agreement has been terminated or otherwise expired, or to promote Provider to the general public or to post information regarding other health plans consistent with Provider's usual procedures, provided that no such promotion or advertisement is directed at any specific Covered Person or group of Covered Persons.

**123. Nondiscrimination.** Provider will provide services to Covered Persons without discrimination on account of race, sex, sexual orientation, age, color, religion, national origin, place of residence, health status, type of payor, source of payment, physical or mental disability or veteran status, and will ensure that its facilities are accessible as required by Title III of the Americans With Disabilities Act of 1991 (the "ADA"). Provider recognizes that as a governmental contractor, MCNA is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action, which also may be applicable to subcontractors.

**134. Notification of Adverse Action.** Provider shall give written notice to MCNA of: (i) any action involving Provider's hospital privileges or conditions relating to Provider's ability to admit patients to any hospital or inpatient facility; (ii) any situation which develops regarding Provider, when notice of that situation has been given to the State agency that licenses Provider, or any other licensing agency or board, or any situation involving an investigation or complaint filed by the State agency that licenses Provider, or any other licensing agency or board, regarding a complaint against Provider's license; (iii) when a change in Provider's license to practice dentistry is affected or any form of reportable discipline is taken against such license; (iv) suspension or exclusion under a federal health care program, including but not limited to, Medicaid; (v) any government agency

request for access to records; or (vi) any lawsuit or claim or transaction filed or asserted against Provider alleging professional malpractice, regardless of whether the lawsuit or claim involves a Covered Person that may reasonably be considered to have a material impact on the Provider's ability to perform the services included in its contract with MCNA. In any such instance described above, Provider must notify MCNA in writing within ten (10) days from the date Provider first receives notice, whether written or oral, with the exception of those lawsuits or claims which do not involve a Covered Person, with respect to which Provider has thirty (30) days to notify MCNA.

145. **Use of Name.** Provider agrees that MCNA may use Provider's name, address, phone number, type of practice, and an indication of Provider willingness to accept additional Covered Persons in MCNA's roster of Participating Dental Care Providers and marketing materials.

#### **ARTICLE IV COMPLIANCE WITH LAW**

1. **Compliance with Law and Payor Contracts.** Provider and MCNA agree that each party shall carry out its obligations in accordance with terms of the Payor or State Contract and applicable federal and State laws and regulations, including, but not limited to, the requirements of the Stark law (42 U.S.C. § 1395nn) and applicable federal and State self-referral and fraud and abuse statutes and regulations. If, due to Provider's noncompliance with law, the State Contract, the Payor Contract or this Agreement, sanctions or penalties are imposed on MCNA, MCNA may, in its sole discretion, offset the sanction or penalty amounts against any amounts due Provider from MCNA, or require Provider to reimburse MCNA for the amount of any such sanction or penalty.

2. **HIPAA Compliance.** Provider and MCNA shall abide by the administrative simplification provisions of the Health Insurance Portability and Accountability Act ("HIPAA"), its implementing regulations [42 C.F.R. §§ 160 & 164] and all other federal and State laws regarding confidentiality and disclosure of medical records and other health and Covered Person information, including safeguarding the privacy and confidentiality of any protected health information ("PHI") that identifies a particular Covered Person. The Provider will also comply with the Health Information Technology For Economic and Clinical Health Act (HITECH) provisions of the American Recovery and Reinvestment Act of 2009. Provider shall assure its own compliance and that of its business associates with HIPAA and HITECH.

3. **Federal False Claims.** If Provider receives annual payments for services rendered to Medicaid and/or Childrens' Health Insurance Program enrollees of at least Five Million and 00/100 (\$5,000,000) dollars cumulative from all sources, Provider shall:

- A. Establish written policies for all its employees, managers, officers, contractors, subcontractors, and agents which provide detailed information about the False Claims Act, administrative remedies for false claims and statements, any state laws about civil or criminal penalties for false claims, and whistleblower protections under such laws, as described in Section 1902(a)(68)(A) thereof;
- B. Include as part of such written policies detailed provisions regarding Provider's policies and procedures for detecting and preventing Fraud, Waste, and Abuse;

- C. Include in any employee handbook a specific discussion of the laws described in Section 1902(a)(68)(A), the rights of employees to be protected as whistleblowers, and the Provider's policies and procedures for detecting and preventing Fraud, Waste and Abuse.

For more information about the False Claims Act please refer to <http://oig.hhs.gov/>.

## ARTICLE V

### CLAIMS SUBMISSION, PROCESSING, AND COMPENSATION

1. **Claims or Encounter Submission.** Provider shall promptly submit to MCNA claims or encounters for Covered Services in accordance with the Provider Manual. MCNA reserves the right to deny payment to Provider if Provider fails to submit its claims in accordance with the Provider Manual. If applicable based on Provider's compensation arrangement, Provider shall submit encounter data to MCNA in a timely fashion, which shall contain such statistical and descriptive dental and patient data and identifying information as specified in the Provider Manual. Provider will be given at least 30 days advance notice of any changes to the Provider Manual unless the changes are required in a shorter time period by State Agency, law, or regulation.
2. **Compensation.** Provider shall be paid for services rendered to Members on a fee for service basis in accordance with the fee schedule applicable to the MCNA plan(s) in which Provider is participating provider as indicated in an Attachment to this Agreement (e.g. Medicaid, Medicare and CHIP plans). If a Provider provides any Covered Service not specified in the State Contract or any non-covered Service, Provider shall not be entitled to any compensation for such services. Provider shall accept final payment made by MCNA, with the exception of applicable copayments, and/or deductibles (Co-payments) as payment in full for all services provided by Provider except as otherwise provided by this Agreement, and Provider shall not solicit or accept any surety or guarantee of payment from state authorities or Covered Person(s).
3. **Financial Incentives.** Nothing in this Agreement shall, or shall be construed to, create any financial incentive for Provider to withhold medically necessary Covered Services from a Covered Person.
4. **Covered Person Hold Harmless.** Provider agrees that in no event including, but not limited to, non-payment by MCNA, MCNA insolvency, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Covered Person for Covered Services provided pursuant to this Agreement. This provision shall not prohibit collection of any applicable copayments or other amounts that are the Covered Person's financial responsibility. This provision shall survive termination or expiration of this Agreement for any reason, shall be construed for the benefit of Covered Persons, and supersedes any oral or written agreement entered into between the Provider and a Covered Person.
5. **Recoupment Rights.** Payor or MCNA shall have the right to immediately recoup any and all amounts owed by Provider to Payor, MCNA or any Affiliate against amounts owed by Payor, MCNA or Affiliate to Provider. Provider agrees that all recoupment and any offset rights under this

Agreement shall constitute rights of recoupment authorized under State or federal law and that such rights shall not be subject to any requirement of prior or other approval from any court or other government authority that may now have or hereafter have jurisdiction over Provider.

6. **Coordination of Benefits:** Provider shall bill and process forms for any and all third- party payors who have primary liability, prior to submission to MCNA. To collect any amounts due, Provider shall supply MCNA such relevant information as it has collected from Covered Persons regarding coordination of benefits. If Provider fails to commence such billing and processing within ninety (90) days of the rendition of care, MCNA shall have the exclusive right, at its sole discretion, to pursue such collections and retain all funds received. MCNA shall perform coordination of benefits for all other services and shall be entitled to retain all funds collected. Provider shall only bill MCNA for the difference, if any, between the amount due from all other third-party payors and the amount due under Attachment A to this Agreement, to the extent that such other payments do not constitute payment in full by such other third-party payors under applicable laws, regulations or agreements between Provider and other third-party payors. MCNA shall reimburse said difference from Provider according to applicable State and federal laws.

## **ARTICLE VI RECORDS/INSPECTIONS**

1. **Dental Records.** Provider shall maintain a complete and accurate permanent dental record for each Covered Person to whom Provider renders services under this Agreement and shall include in that record all reports from Participating Dental Care Providers and all documentation required by applicable law, regulations and professional standards. The Provider Manual, and State Contract. Dental records of Covered Persons shall be treated as confidential so as to comply with all federal and State laws and regulations regarding the confidentiality of the patient records.

2. **Records.** Provider shall maintain records related to services, service providers, charges, dates and all other commonly required information elements for services rendered to Covered Persons and provide such dental, financial and administrative information to MCNA and State and federal government agencies as may be necessary for compliance by Payor or MCNA with State and federal law and accreditation standards, as well as for the administration of this Agreement and the State Contract. MCNA shall have access at reasonable times to books, records, and papers of the Provider relating to the dental care services provided to Covered Persons for Covered Services.

3. **Period of Retention.**

- A. **Medical and Dental Records.** Any and all medical and dental records, including but not limited to graphic matter, images, X-ray films, and related matter that were necessary to produce a diagnostic or therapeutic report shall be retained, preserved, safeguarded, and properly stored by Provider (whether electronic or paper) for a minimum period of six (6) years from the date a patient is last treated by Provider.
- B. **Other Records.** Other types of records, including but not limited to administrative and financial records (whether electronic or paper) related to the services provided by Provider under this Agreement to MCNA, shall be retained by Provider for a minimum period of six (6) years from termination of the State Contract.



4. **Consent to Release Dental Records.** Provider shall obtain Covered Person authorizations relative to the release of dental information required by applicable law to provide MCNA or other authorized parties with access to Covered Persons' records. Provider shall give Covered Persons and their representatives access to, and the same can request copies of, the Covered Person's medical records, to the extent and in the manner provided by applicable State law.

5. **Access.** In accordance with applicable law, Provider shall provide access to Provider's records to the following, including any designee or duly authorized agent:

- A. Payor and MCNA during regular business hours and upon three (3) days prior notice;
- B. Government agencies including the U.S. Department of Health and Human Services (HHS), CMS, Office of Inspector General Comptroller, State Legislative Auditor's Office, and other applicable State authorities, to the extent such access is necessary to comply with regulatory requirements that apply to MCNA or Payor;
- C. Accreditation agencies.

6. **Record Transfer.** Subject to applicable law, the State Contract and Payor Contract requirements, Provider shall cooperate in the timely transfer of Covered Persons' dental records to any other health care provider or the State or Department [in accordance with applicable state and federal law at no charge and when required](#). Provider shall cooperate with MCNA to make available to the applicable State agency, or its designated representatives, any and all records, whether medical or financial, related to MCNA and the Provider's activities undertaken pursuant to this Agreement.

7. **On-Site Inspections.** Provider agrees that dental office space or its facilities, as applicable, shall be maintained in accordance with applicable federal and State regulatory requirements, and the MCNA Provider Manual. Provider shall cooperate in announced and unannounced on-site inspections of dental office space by MCNA, authorized government officials, and accreditation bodies. Provider shall compile any and all information in a timely manner required to evidence Provider's compliance with this Agreement, as requested by such agency(ies), or as otherwise necessary for the expeditious completion of such on-site inspection.

## **ARTICLE VII INSURANCE**

1. **Provider Insurance.** During the term of this Agreement, Provider shall maintain policies of general and professional liability insurance and malpractice insurance coverage that are necessary to insure Provider and any other person providing services hereunder on Provider's behalf, against any claim(s) of personal injuries or death alleged or caused by Provider's performance under this Agreement. Such insurance shall include, but not be limited to, tail or prior acts coverage necessary to avoid any gap in coverage. Unless otherwise specified in an Attachment hereto, the insurance shall be underwritten through a licensed carrier in a minimum amount of one million dollars (\$1,000,000) per occurrence, and have an annual aggregate of no less than three million dollars (\$3,000,000) unless a lesser amount is accepted by MCNA or where State law mandates otherwise. Provider will provide MCNA with at least fifteen (15) days notice of the cancellation, non-renewal,

lapse, or adverse material modification of coverage. Provider will furnish such insurance coverage upon execution of this Agreement and shall provide MCNA with written of the existence of such coverage upon request.

2. **Other Insurance.** All parties to this Agreement shall maintain in full force and effect appropriate workers' compensation protection and unemployment insurance as required by law.

3. **FTCA Coverage.** Notwithstanding the foregoing requirements of Article 7 Section 1, so long as Dental Provider is a federally qualified health center that is covered under Section 224 of the Public Health Service Act for protection under the Federal Tort Claims Act (FTCA), the minimum insurance requirements covering Dental Provider and its FTCA qualified employees shall not apply. Dental Provider shall provide MCNA with proof satisfactory to MCNA of FTCA coverage no later than three (3) days after the effective date of this Agreement.

## **ARTICLE VIII INDEMNIFICATION**

1. **MCNA Indemnification.** Provider agrees to indemnify and hold harmless (and at MCNA's request defend) MCNA, its Affiliates, officers, employees and agents from and against any and all claims, loss, damages, liability, costs, expenses (including reasonable attorney's fees, and attorney's fees to enforce this indemnity), judgments, or obligations arising from or in connection with third party claims alleging any negligence or otherwise wrongful act or omissions of Provider, its agents or employees in the performance of Provider's obligations under this Agreement.

2. **Provider Indemnification.** MCNA agrees to indemnify and hold harmless (and at Provider's request defend) Provider, its officers, employees and agents from and against any and all claims, loss, damages, liability, costs, expenses (including reasonable attorney's fees and attorney's fees to enforce this indemnity), judgments, or obligations arising from or in connection with third party claims alleging any negligence or otherwise wrongful act or omission of MCNA, its agents or employees in the performance of MCNA's obligations under this Agreement.

## **ARTICLE IX DISPUTE RESOLUTION**

**Informal Dispute Resolution.** MCNA and Provider are jointly responsible for resolving any disputes that may arise between the two and at no time, will a dispute disrupt or interfere with the provision of services under this Agreement. Any disputes between the parties arising with respect to the performance or interpretation of this Agreement ("*Dispute*") shall first be resolved by exhausting the processes available in the Provider Manual, then through good faith negotiations between designated representatives of the parties that have authority to settle the Dispute. If the matter has not been resolved within sixty (60) days of the request for negotiation, either party may initiate litigation in accordance with this Agreement.

## **ARTICLE X TERM AND TERMINATION**

1. **Term.** This Agreement shall have an initial term of one (1) year commencing on the Effective Date. Thereafter, this Agreement shall automatically renew for terms of one (1) year each.

Notwithstanding the foregoing, this Agreement may terminate in accordance with the Termination sections below.

2. **Termination of Agreement.** This Agreement may be terminated under any of the following circumstances:

- A. By either party upon ninety (90) days prior written notice;
- B. By either party upon thirty (30) days prior written notice if the other party is in material breach of this Agreement, except that such termination shall not take place if the breach is cured within the thirty (30) days following the written notice;
- C. Immediately upon written notice by MCNA if there is imminent harm to patient health, or fraud or malfeasance is suspected;
- D. Immediately upon written notice by either party if the other party becomes insolvent or has bankruptcy proceedings initiated against it;
- E. Immediately upon written notice by Provider if MCNA loses, relinquishes, or has materially affected its certificate of authority to operate as an administrative services organization; or
- F. Immediately upon written notice by MCNA if Provider fails to adhere to MCNA's credentialing criteria, including, but not limited to, if Provider (1) loses, relinquishes, or has materially affected its license to provide Covered Services in the State, (2) fails to comply with the requirements set forth in this Agreement; or (3) is convicted of a criminal offense related to involvement in any Medicare, Medicaid or other government sponsored program or has been terminated, suspended, barred, voluntarily withdrawn as part of a settlement agreement, or otherwise excluded from any Medicare, Medicaid or other government sponsored program.

3. **Rights and Obligations Upon Termination.** Upon termination, the rights of each party hereunder shall terminate; provided, however, that such action shall not release the Provider or MCNA of their obligations with respect to: (i) payments accrued to Provider prior to termination; (ii) Provider's agreement not to seek compensation from Covered Persons for Covered Services prior to termination; (iii) completion of treatment of Covered Persons until continuation of the Covered Person's care can be arranged by MCNA as determined by the Dental Director or as required by applicable law, the Payor Contract, or the State Contract. Services provided during the continuation of care period shall be reimbursed in accordance with the terms of this Agreement.

4. **Notification of Specialist Termination.** If Provider is a specialist, Provider acknowledges the right of MCNA to inform Covered Persons of Provider's termination. In the event this Agreement is terminated, MCNA shall provide written notice within thirty (30) business days of receipt, or issuance of a notice of termination, to all Covered Persons who are seen on a regular basis by Provider, regardless of whether the termination was for cause or without cause.

5. **Survival of Obligations.** The following provisions shall survive the termination of this Agreement: Article III Section 12 (Disparagement Prohibition); Article IV (Compliance With Law);

Article V Section 4 (Covered Person Hold Harmless); Article VI (Records/Inspection); Article VII (Insurance); Article VIII (Indemnification); Article IX (Dispute Resolution); Article X Section 3 (Rights and Obligations Upon Termination).

## **ARTICLE XI MISCELLANEOUS**

1. **Relationship of Parties.** The relationship among the parties is that of independent contractors. None of the provisions of this Agreement are intended to create, or to be construed as creating, any agency, partnership, joint venture, employee-employer, or other relationship. Neither party shall have or exercise any control or direction over the means or methods by which the other shall perform such work or render or perform such services and functions. MCNA shall have no right to control the means, methods, manner or scope by which Provider renders or performs Covered Services.

2. **Conflicts Between Certain Documents.** In the event of a conflict between this Agreement and an Attachment, the Attachment shall control with respect to the product described in that Attachment. In the event of any conflict between any Attachment and the Provider Manual, the Attachment shall control as to the product described in that Attachment.

3. **Assignment; Delegation of Duties.** This Agreement is intended to secure the services of and be personal to Provider, and shall not be assigned, sublet, delegated or transferred by Provider without the prior written consent of MCNA. In the event that Provider is a professional corporation, professional association or partnership rather than an individual dentist or provider, Provider agrees that all of the terms set forth herein applicable to a Provider shall apply with equal force to both the professional corporation, professional association or partnership and the individual dentist or Providers associated with such entity.

4. **Headings/Recitals.** The headings of the sections of this Agreement are inserted merely for the purpose of convenience and do not, expressly or by implication, limit, define, or extend the specific terms of the section so designated. The Recitals are incorporated into this Agreement.

5. **Governing Law.** All matters affecting the interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with applicable federal and state laws of the State where the Covered Services are provided pursuant to this Agreement.

6. **Third Party Beneficiary.** Except as specifically provided herein, the terms and conditions of this Agreement shall be for the sole and exclusive benefit of Provider and MCNA. Nothing herein, express or implied, is intended to be construed or deemed to create any rights or remedies in any third party.

7. **Amendment.** Unless otherwise prohibited by federal or state law, MCNA may propose amendments to this Agreement upon thirty (30) days prior written notice. Unless Provider objects in writing to such amendment within the thirty (30) day notice period, Provider shall be deemed to have accepted the amendment. Notwithstanding the foregoing, this Agreement shall be automatically amended as necessary to comply with any applicable State or federal laws or

regulations, and applicable provisions of the Payor Contract or State Contract (hereafter, a “*Conforming Amendment*”); provided, however, that Provider may refuse to accept a Conforming Amendment by terminating this Agreement in accordance with Article X Section 2.

8. **Entire Agreement.** This Agreement, its Attachments, and the Provider Manual contain all the terms and conditions agreed upon by the parties and supersede all other agreements, oral or otherwise, of the parties hereto, regarding the subject matter of this Agreement.

9. **Severability.** The invalidity or unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other terms or provisions.

10. **Waiver.** The waiver by either party of the violation of any provision or obligation of this Agreement shall not constitute the waiver of any subsequent violation of the same or other provision or obligation.

11. **Notice.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, or by recognized courier service, addressed as follows:

To MCNA at:	To Provider at:
Attn: General Counsel MCNA Dental Plans 200 W. Cypress Creek Blvd. Suite 500 Ft. Lauderdale, Fl. 33309	

12. **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay or failure to perform any act under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, strikes or other work stoppages by either party’s employees, or any other similar cause beyond the reasonable control of such party.

13. **Confidentiality.** Neither party shall disclose the substance or content of this Agreement or any information acquired from the other party to any third party unless required by law. Provider acknowledges and agrees that all information relating to MCNA’s programs, policies, protocols and procedures is proprietary information and further agrees not to disclose such information to any person or entity without MCNA’s express written consent.

14. **Conflict of Interest.** Provider warrants that he or she does not have an interest, and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of the services hereunder. Provider shall inform MCNA promptly of any potential conflict which may arise. MCNA warrants that it shall remove any conflict of interest prior to executing the Agreement, or thereafter, if the conflict arises after the start of the Agreement.

15. **Authority.** The parties whose signatures are set forth below represent and warrant that they are duly empowered to execute this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

**Managed Care of North America, Inc.,  
d/b/a/ MCNA Dental Plans**, a Florida  
corporation

**[Provider]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name:

Printed Name:

Title:

Title:

Signature Date:

Signature Date:

Effective Date of Agreement: \_\_\_\_\_  
(To be completed by MCNA only)

Tax Identification Number: \_\_\_\_\_

National Identification Number: \_\_\_\_\_

Dentist Medicaid Number: \_\_\_\_\_

Group Medicaid Number (If applicable):  
\_\_\_\_\_

Group Corporate Address (If applicable):  
\_\_\_\_\_  
\_\_\_\_\_

# Appendix A to Dental Provider Agreement

Provider may send updates to this Attachment Appendix A to Plan from time to time; provided however, any Additional Practice Providers reflected on such update shall not provide Covered Services under this Agreement until such Practice Providers have been credentialed and approved by Plan's or its designee's credentialing committee (Plan shall give Provider written notice of such approval).

Last Name	First Name	Middle Initial	Degree	Specialty	Practice Address	City	State	Zip Code	County	Phone	Fax	NPI #	Medicaid #	TIN	Employed by Group (Y/N)	Accepts New Patients

**A roster with all information reference above may be attached in lieu of completing this form.**

**Roster Attached**



