

The undersigned individual dentist or other dental entity ("Dentist") and Ameritas Life Insurance Corp. of New York or its affiliates, ("Ameritas") hereby enter into the Ameritas Participation Agreement ("PPO Agreement").

In consideration of the covenants and mutual agreements set forth below, the parties hereto agree as follows:

## I. Purpose

Ameritas and Dentist enter into this PPO Agreement to establish a Participating Provider Organization ("PPO") of Dentists in order to provide professional dental services through individual and group contracts ("Dental Plans") with employee groups, unions, corporations, insurance companies and other payors ("Payors") and to make such dental services available to eligible employees or members of such groups and their covered dependents ("Covered Persons"). In the event Dentist is any form of professional dental corporation that employs or contracts with dentists to provide professional dental services, should any one or more of these employee or independent contractor providers desire to be included within the scope of this PPO Agreement as a member of the Ameritas PPO, then following the written agreement, if any, between Ameritas and Dentist to add any one or more of these providers (hereafter the "Additional Providers"), these approved Additional Providers shall be included within the scope of this Agreement as members of the Ameritas PPO and the attached Addendum A shall be incorporated in this Agreement by reference and shall apply to those Additional Provider relationships. In all other scenarios, this Addendum A shall not be applicable and shall have no force or effect.

## II. Definitions

- (A) **"Ameritas PPO"** means the organization of dentists who have entered into written agreements with Ameritas to provide services to dental plans and comply with reimbursement, service, and certain terms and conditions established by Ameritas.
- (B) **"Dental Plans"** means a dental program organized by a Payor which uses the Ameritas PPO network of Dentists who have agreed to provide Covered Services for which benefits or services are provided with an insurance policy or self-funded benefit plan.
- (C) **"Payor"** means an employer, union, association, insurance company or other entity, which has an agreement with Ameritas and is obligated to make payments for Covered Services on behalf of the Covered Person in accordance with an insured dental policy or self-funded dental benefit plan.
- (D) **"Covered Services"** means all necessary dental services which are provided by Dentist to a Covered Person for which a dental benefit is provided under an applicable PPO Plan, subject to the exclusions and limitations of the plan.
- (E) **"Covered Persons"** means those individuals who are insured under a Dental Plan at the time Dentist's service or supply is furnished.

## III. Licensure

Dentist represents and agrees that he/she is duly licensed and credentialed and shall comply with all applicable federal, state and municipal laws, statutes, ordinances, orders and regulations.

## IV. Services

### (A) Patient Care/Availability

Dentist agrees to render dental services to Covered Persons, and to provide such services in the same manner in which Dentist provides services to his/her other patients and shall not discriminate on the basis of age, sex, ethnicity, race, color, national origin, creed, ancestry, marital status, religion, sexual preference, health status, disability, participation in a Dental Plan or source of payment. Dentist shall not be prohibited from communicating openly with a Covered Person about all appropriate treatment options. Dentist shall remain solely responsible for the quality of dental services provided and appropriate care to the Covered Person. Dentist understands and agrees that no financial incentive program exists that directly compensates for ordering or providing less than medically necessary and appropriate care to his/her patients.

Dentist shall also provide or arrange for twenty-four (24) hour per day, seven days per week emergency care service. Dentist agrees that his/her office will arrange for coverage of emergencies during vacations and/or other periods his/her office might normally be closed, or make other arrangements for such coverages at Dentist's expense. Dentist shall offer appointments to all Covered Persons upon request within a reasonable time. For non emergency appointments other than exam, cleaning, and/or x-ray(s), a reasonable amount of time shall not be more than thirty (30) days.

Dentist shall identify Covered Persons by presentation of an identification card and benefit coverage by utilizing Ameritas' toll free number(s). When appropriate, Dentist will refer Covered Persons to other Dentists who have entered into the Ameritas PPO program.

### (B) Independent Contractors

Ameritas and Dentist shall remain independent entities, solely responsible for its employees and agents. Neither Dentist or Ameritas shall have any expressed or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

### (C) Network Leasing

Ameritas reserves the right to lease its network of Ameritas PPO providers to any employer, union, association, insurance company or other entity, which enters into a leasing agreement with Ameritas and is obligated to make payments for Covered Services on behalf of the Covered Person. Dentist agrees to abide by the terms of this Agreement and shall make no distinction when treating persons covered in a network leasing agreement.

Any situation arising from multiple contracts and/or leased networks will be resolved by Ameritas' internal policies and procedures.

### (D) Claims Processing & Coverage Information

Ameritas shall promptly process all claims within thirty (30) days of receipt of a properly prepared itemized bill from Dentist and all information deemed by Ameritas or the Payor to be necessary to determine claims liability. Ameritas will make available to Dentist a toll-free telephone number in which Dentist may utilize to obtain information concerning eligibility, plan benefits, a description of the records or information relied upon to calculate any such payments and adjustments. A description of how the provider can access a summary of such calculations and adjustments will be provided by form of an Explanation of Payment, which is delivered to the office upon final conclusion of the claims processing.

## V. Payment

### (A) Billing of Covered & Non-Covered Services

Dentist shall bill for services rendered to Covered Persons at his or her customary intervals (but in no event later than 90 days following the date such services were rendered) using the then-current ADA Code on Dental Procedures and Nomenclature to identify services and supplies rendered. Dentist agrees to promptly provide any information requested by Ameritas or the appropriate payor to assist with the determination of claims liability pursuant to the applicable Dental plan.

#### 1. Covered Services

- a. Dentist shall accept payment directly from Ameritas for Covered Services and agrees to accept as payment in full the lesser of his/her usual and customary fee or the fee shown in Exhibit 1 ("Ameritas Maximum Fee Allowances") for a General Dentist or Exhibit 1-S ("Ameritas Specialist Maximum Fee Allowances") for a Specialist Dentist. Dentist agrees to indicate his/her usual and customary fee on the claim form, and;
- b. The Orthodontist or a General Dentist performing orthodontic services agrees to accept eighty percent (80%) of the Dentist's usual and customary fee for the procedure performed. Dentist agrees to indicate his/her usual and customary fee on the claim form.

#### 2. Non-Covered Services or Services Not Subject to Reimbursement by Ameritas

Dentist agrees that for all non-Covered Services or for Covered Services that are not subject to reimbursement from Ameritas that are rendered to Covered Persons, Dentist will accept from the Covered Person the amount listed on the then-current Exhibit 1 or Exhibit 1-S as payment in full. If a particular non-Covered Service or Covered Service not subject to reimbursement is not listed on one of these Exhibits, Dentist agrees to limit the charges to eighty percent (80%) of Dentist's usual and customary fee for such service. Dentist agrees to indicate his/her usual and customary fee on the claim form.

For Orthodontic procedures that are non-Covered Services or for Covered Services not subject to reimbursement by Ameritas, the Orthodontist or General Dentist, as the case may be, agrees to limit the charges to eighty percent (80%) of the usual and customary fee for such service.

### (B) Billing Restrictions

Dentist agrees that he/she is not entitled to receive payment from Ameritas for services that (a) are not Covered Services; or (b) are otherwise not subject to reimbursement from Ameritas. Dentist shall not waive or forgive co-payments, coinsurance amounts or deductibles and moreover, shall be entitled to bill and collect any such amounts for Covered Services from the Covered Person at the time services are performed if Dentist has called Ameritas to obtain the applicable amount according to the terms of the Covered Person's Dental Plan. Dentist shall communicate the benefit information obtained from Ameritas to the Covered Person.

### (C) Pre-Statement of Benefits

Ameritas recommends that whenever reasonably possible, Dentist submit a pre-statement claim form in advance of performing Covered Services each time the total charges will equal two hundred dollars (\$200.00) or more. Dentist shall cooperate further by providing other treatment related information which may be requested by Ameritas.

### (D) Alternate Benefits

Ameritas' dental plans include provisions for alternate benefits. If two or more procedures are adequate and appropriate treatment to correct a certain condition, Ameritas' payment will be based on the charge for the least expensive procedure. Should Dentist perform a different method of treatment, the Dentist may collect from the Covered Person the difference in amounts described in Section V. (A) between the procedure actually reported and the alternate benefit.

## VI. Program Requirements

### (A) Credentialing/Re-Credentialing

Dentist agrees to participate in, cooperate with Ameritas' credentialing and re-credentialing program. Dentist acknowledges that Dentist's participation pursuant to this Agreement may be terminated or suspended as a result of the information obtained by Ameritas through this process. Provider represents and warrants that the information provided in accordance with the credentialing program, including but not limited to the information provided in Dentist's application, continues to be true and complete. Dentist agrees to notify Ameritas immediately of changes in that information. A description of the credentialing/re-credentialing program is available to Dentist upon request.

### (B) Insurance

Dentist shall maintain, at his/her own expense, professional liability insurance, in the greater of, the following amounts:

1. The amounts required by the state of practice; or
2. a. \$300,000 per claim and \$600,000 annual in the aggregate for a General Dentist; or  
b. \$500,000 per claim and \$1,000,000 annual in the aggregate for a Specialist Dentist, Orthodontist or a General Dentist performing Orthodontic services.

Dentist shall deliver to Ameritas certificates evidencing the insurance provided and at Ameritas' request provide evidence of the continuation of such insurance. Dentist shall immediately advise Ameritas of any termination of such insurance or any reduction below the above stated amounts of such insurance.

### (C) Utilization Review

Dentist shall participate in, cooperate with and abide by the conclusions and decisions resulting from the utilization review and quality assurance program provided by Ameritas. Reviews will be performed prospectively, concurrently and retrospective in order to determine that dentists' services and record keeping practices are consistent with the methods and procedures established for the Ameritas PPO. Failure of the Dentist to abide by the conclusions and decisions resulting from the utilization review and quality assurance program shall be a material breach of this Agreement and shall subject the Dentist to immediate termination.

### (D) Onsite Office Visits, Books and Records, Confidentiality

Ameritas, or its authorized representatives shall have the right to conduct onsite office visits or reviews of Dentist's office in order to determine compliance with Ameritas' standards and requirements. Dentist agrees that Ameritas may conduct such visits or reviews in order to determine whether Ameritas will enter into this Agreement with Dentist and periodically thereafter. Ameritas shall treat all records that it has access to as a result of such visits or reviews as confidential so as to comply with all state and federal laws regarding confidentiality. Dentist and Ameritas agree that all Covered Persons records will be available for review by Ameritas during business hours upon prior notification by Ameritas to

the Dentist. Upon request, Dentist shall furnish Ameritas or their duly authorized representative with such documents or reports as may be reasonably necessary to verify the accuracy of the charges, services and supplies rendered as reflected on Dentist's bills and claim forms.

Ameritas, the Dentist and/or their independent auditors agree to maintain the confidentiality of dental health records of Covered Persons in accordance with applicable local, state and federal laws. The information will not be used for any purpose other than its intended use relating to the patients' dental care or the requirements under this Agreement.

Ameritas, the Dentist and/or their independent auditors will not release any information specifically related to a patient's medical condition without prior written authorization by the patient to the extent required by state and federal law. Dentist agrees that all patient records shall be maintained in locked cabinets, stored electronically and/or in an area not accessible to the general public.

Dentist agrees that all patient records shall be maintained in locked cabinets, stored electronically and/or in an area not accessible to the general public.

**(E) Disciplinary Actions**

Dentist shall immediately notify Ameritas of any disciplinary actions initiated against his/her license by any governmental agency regulating or supervising the practice of dentistry and any professional malpractice proceedings initiated against him/her based upon Dentist's practice or the practices of any partner or shareholder of Dentist. Dentist hereby authorizes any governmental agency regulating or supervising the practice of dentistry to release to Ameritas information relating to any such complaints or disciplinary actions. Ameritas will hold any such information as confidential.

**(F) Additional Offices**

If Dentist relocates any office within or outside of the state or adds any new office locations, Dentist's participation at such locations is subject to written approval of Ameritas. Should Dentist choose to discontinue his/her participation under the Ameritas PPO program at any office, Dentist agrees to the notification requirements as defined in Section VII. (A) and (D).

## VII. Terminations

**(A) Termination Without Cause**

This Agreement may be terminated without cause by either Party, upon ninety (90) days' advance written notice to the other Party.

**(B) Termination With Cause**

Any party has the right to terminate this Agreement upon at least 30 days' advance written notice of such termination to the other party if the party to whom such notice is given breaches any material provision of this Agreement. The party claiming the right to terminate shall provide the facts underlying its claim of breach and cite the relevant sections of this Agreement that are claimed to have been breached. Remedy of such breach to the satisfaction of the other party, within 30 days of the receipt of such notice, shall revive this Agreement for the remaining portion of its then-current term, subject to any other rights of termination contained in this Article.

**(C) Automatic Termination**

Notwithstanding Sections VII. (A) and (B), Ameritas may immediately terminate this Agreement for any of the following reasons:

1. Risk of imminent harm to the health of a Covered Person;
2. Dentist is convicted of a felony or any crime of moral turpitude;
3. Dentist's license, certification or registration required by law to perform dental services has been suspended, limited or revoked;
4. The loss by Dentist of the malpractice insurance or failure to meet the insurance requirements.

**(D) Continuation of Care**

In the event this Agreement terminates for any reason other than an immediate termination related to Dentist's licensure status, Dentist agrees to complete any services initiated prior to such termination for Covered Persons, whether Covered Services, non-Covered Services and services not subject to reimbursement by Ameritas, as the case may be, and Dentist agrees to accept payment for such services in accordance with the terms and conditions of both the Covered Person's particular plan as well as this terminated Agreement for a period of thirty (30) days following the termination date of this Agreement.

**(E) Notice to Covered Persons**

For a period of not less than six (6) months after termination of this Agreement, Dentist agrees to give notice to any Covered Person seeking services from Dentist that services are no longer being provided under the Ameritas PPO program pursuant to this Agreement.

## VIII. General Provisions

**(A) Term**

This Agreement shall be in effect for one year, and shall be renewed automatically at the end of the first year and each year thereafter for successive one-year terms unless terminated as provided in Section VII.

**(B) Indemnification**

Dentist and Ameritas agree to indemnify and hold the other harmless against any claims or liabilities rising out of the activities contemplated by this Agreement which are the responsibility of the other. However, Ameritas and Dentist are each responsible for their own acts or omissions, and are not liable for the acts or omissions of, or the costs of defending, others.

**(C) Assignment**

Dentist may not assign or transfer any of his/her rights or obligations hereunder, without the prior written consent of Ameritas.

**(D) Waiver**

Waiver of a term, condition or a breach of any provision of this Agreement shall not be deemed a waiver of any other term, condition or a subsequent breach of the same provision.

**(E) Notice**

Any notice required to be given under this Agreement shall be in writing and forwarded to the other party at their respective places of business.

**(F) Grievance Procedure**

Dentist shall cooperate with Covered Persons and Ameritas in resolving any Covered Persons' grievances in order to resolve disputed incorrect or incomplete records or information. Dentist shall provide Ameritas and the Department of Health, if requested, with access to Covered Persons patient records for the purposes of quality oversight and grievance resolution. Dentist and Ameritas agree to adjust any such payments and adjustments which have been calculated by relying on any such incorrect or incomplete records or information so disputed; provided, however, that

nothing herein shall be deemed to authorize or require the disclosure of personally identifiable patient information or information related to other individual health care providers or the plan's proprietary data collection systems, software or quality assurance or utilization review methodologies. Dentist and Ameritas have the right to seek resolution of a dispute arising pursuant to the payment terms of such contracts through a proceeding under article seventy-five of the New York Civil Practice Law and Rules.

**(G) Names**

Ameritas shall not use Dentist's name, symbols, trademarks or service marks in advertising, promotional materials, publications or otherwise without prior written consent of Dentist, but prior consent is not needed with respect to: (a) use of Dentist's name and specialties in communications to Covered Persons and (b) use of Dentist's name and specialties in listings, including but not limited to news media listings, of participants in the Ameritas PPO program. In the event Dentist's participation in the Ameritas PPO program terminates or is scheduled to terminate, Ameritas may also use Dentist's name, symbols, trademarks and service marks without prior consent of Dentist in communications advising brokers, Covered Persons and other necessary parties that Dentist's participation in the Ameritas PPO program has or will terminate. Dentist shall not use Ameritas' name, symbols, trademarks or service marks in advertising, promotional materials, publications or otherwise without prior written consent of Ameritas.

**(H) Holding Covered Persons Harmless**

Dentist agrees that in no event, including but not limited to non-payment by Ameritas, Ameritas' insolvency or breach of this Agreement, shall Dentist bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse against a Covered Person or persons acting on a Covered Person's behalf for Covered Services. This provision shall not prohibit collection from Covered Persons of non-covered services, deductibles, coinsurance, or copayments in accordance with the terms of this Agreement and the Covered Persons' plan. This provision shall survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed for the benefit of the Covered Persons. This provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Dentist and a Covered Person or persons acting on a Covered Person's behalf.

**(I) Modifications to Agreement**

The Agreement may be modified at any time pursuant to a written agreement executed by Dentist and Ameritas. In addition, Ameritas may modify the Agreement by giving Dentist thirty (30) days' written notice of the modification. If the Dentist fails to object in writing within the thirty (30) day period to the modification as proposed by Ameritas, the modification shall be deemed effective and binding upon the parties at the end of the thirty (30) day period. If Dentist objects in writing to the modification within the thirty (30) day period, the modification will not become effective unless agreed to by both parties in writing. Notwithstanding the foregoing, any changes to this Agreement which are required as a result of changes or modifications to the applicable insurance laws or regulations shall be binding upon both parties following the expiration of the thirty (30) day period without either party having the right to object to such changes. Ameritas agrees to clearly identify any such state-required Agreement modifications in its written notice to Dentist. Nothing contained in this subsection shall be construed as limiting the right of either party to terminate this Agreement, as such right is described elsewhere in this Agreement.

**(J) Dispute Resolution**

Should any dispute between Ameritas and Dentist arise out of this Agreement, the parties will use good faith efforts to resolve the dispute informally. If the dispute is not fully resolved within a reasonable period of time following receipt of the initial written notice of the dispute, the parties agree that the dispute will be finally settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and the Federal Arbitration Act. If the AAA is not then in existence, the arbitration shall be governed by the Commercial Arbitration Rules last in effect. Any party seeking arbitration must give the other(s) thirty (30) days written notice of that intent. The arbitrator(s) deciding the dispute at issue shall interpret this Agreement pursuant to New York law and shall base any decision or award on applicable law and judicial precedent. Any arbitration shall be conducted in the location of the party not demanding the arbitration, unless the parties mutually agree to another location. The arbitrator(s) shall not, under any circumstances, have any authority to award punitive or exemplary damages.

All expenses associated with obtaining and utilizing the services of the AAA and arbitrator(s) shall be shared equally by the parties hereto, and the arbitrator(s) shall request payment separately from each party for these expenses. Each party shall bear its own expenses of preparing for and participating in the arbitration, including without limitation attorney and witness fees. The decision or award of the arbitrator shall be final, binding, and enforceable in any court of competent jurisdiction. This subsection shall survive the termination of the Agreement.

**(K) Effect of Agreement**

This Agreement supersedes and replaces any PPO Dentist Participation Agreement or similar agreement that may be in effect between Dentist and Ameritas.

## Execution of Agreement

<b>Dentist</b>	<b>Ameritas Life Insurance Corp. of New York</b>
Business Name	1350 Broadway, Suite 1710 New York, NY 10018
Owner Signature	Signature
Print Name	Title
Title	Execution Date
Tax ID No. / Social Security No.	
Address	
City / State / ZIP	
Date	

## Professional dental corporation addendum to Ameritas dentist participation agreement

1. Dentist represents, warrants and covenants to Ameritas that each Additional Provider agrees to and will follow the provisions of this PPO Agreement as dental care providers approved by Ameritas to participate on the Ameritas PPO for the purpose of rendering professional dental services to Covered Persons. Dentist shall, upon request, provide Ameritas with satisfactory evidence of the Additional Providers compliance with the foregoing. A breach by an Additional Provider of any one or more of the duties and obligations under the PPO Agreement shall constitute a breach by Dentist of the PPO Agreement. Dentist shall at all times be and remain liable and responsible under the PPO for the actions and omissions of the Additional Providers. Notwithstanding anything in this Addendum A or in the PPO Agreement to the contrary, Ameritas reserves the right, at any time and for any reason and upon notice to Dentist, to suspend, revoke, or reduce any Additional Provider's participation on the Ameritas PPO.
2. **Credentialing and Recredentialing**
  - 2.1 By virtue of the PPO Agreement and this Addendum A, Ameritas hereby delegates to Dentist and Dentist agrees to perform the credentialing/ recredentialing functions for the Additional Providers in accordance with Ameritas' credentialing or recredentialing requirements ("Ameritas Credentialing Policies"), as the same may be updated by Ameritas from time to time upon notice to Dentist. Notwithstanding such delegation, Ameritas retains the ultimate credentialing decision. Dentist shall maintain current and complete credentialing files for each of the Additional Providers as required by Ameritas Credentialing Policies. Dentist may further delegate all or any part of its credentialing responsibility to another party only with Ameritas' prior written consent.
  - 2.2 Dentist agrees that for the term of this PPO Agreement, all Additional Providers shall meet all requirements set forth in Ameritas Credentialing Policies. Upon request, Dentist shall promptly confirm the complete credentialing status of an Additional Provider in writing (if requested) and provide to Ameritas in a timely manner the information necessary for Ameritas to make a decision regarding the PPO network status of a particular Additional Provider. In the event an Additional Provider does not continue to meet the Ameritas Credentialing Policies, Dentist shall notify Ameritas as soon as reasonably possible after becoming aware of such noncompliance. Such Additional Provider shall immediately cease rendering services to Covered Persons. Notwithstanding anything herein or any subsequently adopted procedure to the contrary, Ameritas reserves the right to terminate, suspend, revoke, or reduce any Additional Provider's participation in the Ameritas PPO as provided in Ameritas Credentialing Policies, and Dentist agrees to cooperate with Ameritas to implement the foregoing.
  - 2.3 Dentist shall promptly notify Ameritas of any material change in the Dentist's ability to perform delegated credentialing. Ameritas may withdraw the delegation set forth in this Addendum A at any time upon advance written notice to Dentist.
  - 2.4 Ameritas is responsible for the oversight of its delegated credentialing functions. As such, Ameritas shall have the right to verify Dentist's continuous compliance with Ameritas' Credentialing Policies either through surveys to be completed by Dentist or otherwise require Dentist to submit periodic reports to Ameritas regarding the performance of its delegated credentialing responsibilities. Dentist agrees and shall cause its Additional Providers to agree to allow Ameritas or its agents or designees access, at least every three (3) years and upon at least ten (10) business days prior notice during normal business hours, to a random sample of complete credentialing files administered by Dentist on behalf of Ameritas.