



LIBERTY Dental Plan of Florida, Inc. PROVIDER AGREEMENT

This Provider Agreement and all attachments and addenda attached hereto (collectively, "the Agreement") are effective on _____, 20____ and are entered into by and between LIBERTY Dental Plan of Florida, Inc. _____, 20____ and _____ D.D.S. / D.M.D., a [circle one]: **general dentist / oral surgeon / periodontist / endodontist / pedodontist / orthodontist** ("Dentist"), with reference to the following:

RECITALS

- LIBERTY intends to enter into agreements with payors, groups and individuals to provide them with access to a network of quality dental providers who will render dental services in a cost-effective manner in accordance with the terms of this Agreement and applicable law.
- Dentist is a person or entity who is licensed in Florida as a Doctor of Dental Surgery (D.D.S.) or Doctor of Dental Medicine (D.M.D.) in accordance with Florida law and practices as a dentist in Florida, and if a specialty of dental care is circled above, is board certified or board eligible in that specialty and practices as a specialist in Florida and in accordance with Florida law.
- Dentist desires to contract with LIBERTY to provide dental services to Members, and LIBERTY desires to add Dentist to its network of quality dental providers

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follow:

ARTICLE I Definitions

"Member" means an individual participating in the LIBERTY Plan or Individual Plan.

"Payors" are self-insured employers, unions, health maintenance organizations or licensed insurance companies, which (i) provide dental care benefits to Members, and (ii) have entered into an LIBERTY Agreement.

"LIBERTY Plan" means LIBERTY plan for Payors Members covered by such a Payor shall be referred to herein as a "Member".

"Individual Plan" means LIBERTY plan for individuals, who shall be referred to herein as "Individual Members".

"LIBERTY Fee Schedule Amounts" means lower of Dentist usual, customary and reasonable fees or the fees set forth in Exhibit A.

"Services" means those dental services, which Dentist is licensed to render and customarily provides.

"LIBERTY Agreements" means the agreements entered into by LIBERTY with Payors and Individual Members setting forth the terms on which Dentist in the LIBERTY network will render Services. It is understood by the parties that LIBERTY is not an insurance company and is not paying or assuring reimbursement or indemnification or otherwise acting as an insurance company under this Agreement.

"Dental Plan Agreement" means the document setting forth the dental benefits of the applicable Payor for a Member.

ARTICLE II General Obligations of Dentist and LIBERTY

- Prior to the effective date hereof and periodically thereafter, LIBERTY shall provide Dentist with a list of parties who have entered into LIBERTY Agreements. From time to time, LIBERTY may amend such list, and shall provide Dentist with an updated list.
- LIBERTY shall have the right to furnish Dentist's name, address, and a description of the Services, which are performed by Dentist, and the LIBERTY Fee Schedule Amounts to prospective Payors and individual Members, Dentist authorizes the publication of such information in any directory furnished to Members or Payors.
- Subject to applicable preauthorization requirements of the Utilization Management and Improvement (UMI) Program, as explained in the Policy and Procedure reference guide given to each participating provider, Dentist shall provide Services to Members in accordance with the terms of this Agreement, the LIBERTY Agreements and any applicable Dental Plan Agreement. All Services shall be performed in accordance with community standards of quality and skill and Dentist shall have no obligation to provide Services to Members who are in material default of their payment obligations to Dentist or to Members covered by Payors who are in material default of such obligations; provided, however, that Dentist shall first notify LIBERTY at least ten (10) days in advance before discontinuing or refusing to provide Services to any Member, and shall not abandon any Member in the midst of a course of treatment if the Member's health would be endangered thereby.
- Dentist shall refer Members requiring Services that Dentist chooses not to provide only to other LIBERTY Dentist except to the extent that Dentist reasonably determines, after disclosure to the Member and discussion with LIBERTY (except in an emergency), that no LIBERTY Dentist is available to perform the required Service.
- From time to time, LIBERTY or Payors may enter into reciprocity agreements with other networks or payors outside of LIBERTY service area affording their members the benefit of LIBERTY membership while in LIBERTY service area. Dentist agrees to comply with this Agreement, including LIBERTY Fee Schedule Amounts, in treating such individuals.
- Dentist shall not discriminate against any members seeking covered dental care services because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, or age.

7. Dentist shall afford Member prompt access and ready availability of Services.

ARTICLE III

Credentialing

1. Dentist agrees to participate in and abide by the credentialing policies established by LIBERTY.

ARTICLE IV

Representations

1. Dentist represents and warrants that Dentist is licensed to practice dentistry in the state of Florida, that Dentist license has not been suspended, revoked, restricted, placed on probation or made subject to any requirement or condition by any court or professional body within the last ten (10) years, that professional liability (malpractice) insurance has not been terminated, reduced or restricted within the last ten (10) years, that Dentist has not been convicted of a crime, that Dentist will comply with all applicable laws and regulations regarding the practice of dentistry, that Dentist does not currently have any communicable disease or impairment affecting the practice of dentistry which would cause Dentist's license to be revoked, and that this information is true and accurate to the best of Dentist's information and belief.

ARTICLE V

Reimbursement to Dentist / Reimbursement to be Received Only from Payors, Groups and Members

1. All claims for Services by Dentist shall be submitted to LIBERTY or, if directed in writing by LIBERTY, to the Payor or Individual Member. Dentist shall submit all claims within forty-five (45) days after the rendering of such Services. Late submissions may, in the sole discretion of LIBERTY, be rejected by LIBERTY. Dentist shall submit claims on a standard American Dental Association (ADA) claim form and in accordance with ADA standards.
2. Except for payments from other payors as provided in Paragraph 4 below, Dentist agrees to accept the LIBERTY Fee Schedule Amounts or applicable capitation payments set forth under this Agreement (collectively, "Compensation"), less any applicable copayments and/or deductibles, as payment in full for Services. "Compensation" shall refer to the capitation amounts and/or Fee Schedule Amounts specified in the addendum or addenda identified as Exhibit A, attached to this Agreement and incorporated herein by this reference. Such Compensation shall be paid in accordance with the terms set forth in Exhibit A (which shall consist of one attached addendum or several attached addenda, each identified by a different designation such as "Exhibit A-1," Exhibit A-2," etc., depending on the plan(s) in which Dentist participates under this Agreement). Dentist shall not waive or forgive copayments or deductibles. Further, Dentist agrees that any services not listed in the Fee Schedule be provided at the Dentist's Usual and Customary charges for such dental services. Any appropriate copayments or deductibles are collected directly from the patient and are not the financial responsibility of LIBERTY.
3. No Dentist or any representative of such Dentist may collect or attempt to collect from a Member any money for services covered by a LIBERTY Payor, and no Dentist or representative of such Dentist may maintain any action against a LIBERTY Member to collect money owed to such Dentist by LIBERTY Payor.
4. In the event a Member has coverage by both a LIBERTY Payor and by another third party payor, Dentist may seek reimbursement from both sources, subject to the coordination of benefit rules in the applicable Dental Plan Agreement, the LIBERTY Agreements, this paragraph and applicable law. Except as otherwise provided therein, if an LIBERTY Payor is not the primary Payor, Dentist shall be entitled to receive from the LIBERTY Payor the difference between the Dentist's usual, customary and reasonable charges and the amount payable by the primary payor (less any applicable copayment and/or deductible). In no event shall a LIBERTY Payor be obligated to pay more than the LIBERTY Fee Schedule Amounts.
5. Dentist may bill a Member for any Services which are not covered by the applicable Payor, provided, however, that Dentist (i) shall obtain a signed agreement from the Member in advance that the services are not covered by the Payor, and (ii) shall limit Dentist's charges to the LIBERTY Fee Schedule Amounts, even though the Services are not covered.
6. Dentist understands and agrees that LIBERTY shall have no liability or responsibility to pay for any Services rendered by Dentist prior to this Agreement, and the financial responsibility for such payment shall lie with Payors and Members, as applicable. For Members, it shall be the obligations of Dentist to ascertain the payor's financial terms from the applicable Payor's Dental Plan Agreement, including copayments, deductibles and coverage limitations. The terms of each such Dental Plan Agreement shall be deemed incorporated herein. LIBERTY shall under no circumstances be responsible for payment if the payor or other obligated third party fails to pay or if there is a delay in making such payment.
7. The Dentist will make no surcharges for covered services. Whenever LIBERTY receives notice of any surcharge being made by Dentist for covered services, LIBERTY shall take action to obtain a refund. A surcharge is an extra-contractual payment that raises the cost to the consumer without a basis in contract.

ARTICLE VI

Utilization Management; Claims Procedures

1. Dentist agrees to comply with the UMI Program and LIBERTY claims procedures as set forth in LIBERTY's Provider Policy and Procedure Reference Guide, a copy of which shall be provided to Dentist prior to the commencement of Services by Dentist under this agreement. LIBERTY shall provide Dentist with copies of any updates to the LIBERTY Provider Reference Guide no less than thirty (30) days prior to the effective date thereof. Failure to abide by the UMI Program or LIBERTY Provider Reference Guide may result in the denial of payment by

Payors. Subject to applicable appeal rights, Dentist shall comply with all utilization management decisions of LIBERTY or Payors. Dentist further agrees to provide Services in a cost-effective manner and in accordance with reasonable dental necessity and utilization management standards and guidelines as determined by LIBERTY.

2. Failure to comply may result in the termination of this Agreement or suspension of participation in a particular payor program.

ARTICLE VII

Dental Records and Review

1. Dentist shall maintain dental records and billing and payment records for all Members treated by Dentist. All such records shall be legible, promptly completed, and maintained in accordance with reasonable and professional record-keeping practices and applicable law.
2. Dentist shall upon reasonable notice from LIBERTY or any Payor, make all records relating to Services provided by Dentist to Members available to LIBERTY and Payors for review, subject to applicable law. Both Dentist and LIBERTY shall maintain the confidentiality of Member dental records as required by law.
3. Upon reasonable notice to Dentist, LIBERTY Payors or their respective representatives shall be entitled to visit and inspect Dentist's offices and equipment for purposes of reviewing whether Dentist complies with LIBERTY's or the Payor's standards relating to premises and equipment.

ARTICLE VIII

Dispute Resolution

1. Any dispute arising under this Agreement, except as otherwise specified herein, shall be resolved by binding arbitration pursuant to the rules and procedures of the American Arbitration Association. The prevailing party in any legal proceeding arising under this Agreement shall be entitled to recover reasonable attorney's fees and costs from the other party. This section shall not apply to disputes arising from malpractice claims or other claims of Members or other third parties. The Dentist further agrees to abide by the terms of any arbitration, mediation or grievance procedure provisions set forth in the Dental Plan Agreement of any Payor. This section shall not apply to disputes arising from utilization management decisions of LIBERTY or any Payor, it being understood that Dentist rights in connection with such decisions are as specified in the UMI program.

ARTICLE IX

Term of this Agreement

1. The term of this Agreement shall be for a period of one (1) year commencing as of the effective date of this Agreement. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year periods.

ARTICLE X

Termination of this Agreement

1. Either party may at its option terminate this Agreement upon at least ninety (90) days written notice with or without cause.
2. LIBERTY may terminate this Agreement immediately in the event that: (i) LIBERTY determines that Dentist constitutes a threat to the health or safety of Members, (ii) Dentist's license to practice dentistry is revoked, suspended or restricted or (iii) Dentist's insurance coverage is cancelled or diminished below the levels specified in Section XI. Dentist shall notify LIBERTY immediately upon the occurrence of any such event specified in parts (ii) or (iii) of this paragraph.
3. LIBERTY may terminate this Agreement upon thirty (30) days' prior written notice to Dentist due to any material breach of this Agreement by Dentist, other than as set forth in Paragraph 2 above, including but not limited to Dentist's failure to comply with reasonable dental necessity or utilization management standards and guidelines as determined by LIBERTY. In the event of termination by LIBERTY pursuant to this Paragraph 3 and based on Dentist's clinical performance, Dentist shall be entitled to the procedures specified in LIBERTY's Fair Hearing Plan, to the extent specified in such Plan and required by law.
4. In the event of termination of this Agreement for any reason, Dentist agrees to promptly notify all Members under Dentist's care that Dentist is no longer a LIBERTY Dentist and to assist in facilitating the transfer of the members' dental care to another LIBERTY Dentist.

ARTICLE XI

Insurance and Indemnification

1. Dentist shall maintain in full force and effect during the term of this Agreement, professional liability insurance with limits of no less than one million (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. Upon request by LIBERTY, Dentist shall provide certificates evidencing the insurance required hereunder. In the event any such coverage is written on a "claims made" basis, Dentist agrees to maintain such coverage (or to procure "tail coverage" with equivalent limits) for not less than two (2) years after the termination or expiration of this Agreement.
2. LIBERTY shall not be liable for any act or omission by Dentist or by any of Dentist's employees, subcontractors, agents or representatives ("Agents") in connection with or arising out of the performance or nonperformance of dental services by Dentist or by any of Dentist's agents with regard to LIBERTY Members ("Dentist Acts/Omissions"). Dentist agrees to defend, indemnify, and hold harmless LIBERTY and LIBERTY's officers, agents and employees, against and from any claims, demands, liabilities, damages, losses, suits, judgments or expenses (including attorneys' fees and court costs) against any or all of the parties referenced herein in connection with or arising out of any Dentist Acts/Omissions.

ARTICLE XII
Miscellaneous Provisions

1. All attachments and addenda, including as applicable any Medicare addendum, Medicaid addendum and/or compensation/fee schedules, attached to this Agreement are incorporated herein by this reference.
2. Dentist, LIBERTY, and Payors shall be, and at all times are, independent contractors, and there shall be no employer employee relationship. None of those parties shall act or represent itself as the agent of the other, provided, however, that Dentist hereby designates LIBERTY as its contracting agent with specific authority to enter into contracts with Payors and Individual Members that shall bind Dentist consistent with the terms of this Agreement.
3. Dentist shall not, consistent with the personal services nature of this Agreement, without the prior written consent of LIBERTY, assign any of its rights or duties under this Agreement. Subject to the foregoing, this Agreement shall be binding upon the successors, assigns and personal representatives of the parties hereto.
4. Dentist agrees to comply with all applicable federal and state laws and regulations. In addition, Dentist agrees to comply with all policies and procedures of LIBERTY or Payor, as applicable.
5. The terms of this Agreement may be waived, amended, modified or supplemented only if mutually agreed upon in writing by the parties except as otherwise provided in this paragraph. This Agreement may be amended automatically, without the consent of Dentist, in order to meet applicable local, state or federal laws, regulations or requirements. In addition, Dentist agrees that LIBERTY may, by amendment presented to Dentist, amend, modify or supplement this Agreement. Dentist shall be deemed to have consented to such amendment in the event Dentist does not inform LIBERTY in writing within thirty (30) days of receipt thereof of its objection thereto.
6. Any and all notices or other communications required or permitted by this Agreement shall be in writing and shall be delivered personally or by United States Mail, first class, postage prepaid, certified or registered, return receipt requested, and addressed to the respective parties at the addresses set forth below their signatures. Either party may change its notice address by giving actual written notice of the change to the other party.
7. The waiver of any breach of this Agreement shall not be deemed to be a waiver of any other breach of either the same or any different provision. This agreement supersedes any and all other agreements or representations whether oral or written, between the parties with respect to the subject matter hereof. Dentist acknowledges that no warranty has been made regarding the number of Members or volume of Services the Dentist will render hereunder.
8. In the event any provision of this Agreement is rendered invalid or unenforceable by the enactment of any applicable statute, ordinance or regulation, or is made unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
9. This Agreement shall be interpreted under the laws of the State of Florida.

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

("DENTIST"):

LIBERTY Dental Plan of Florida, Inc. ("LIBERTY"):

Authorized Signature

Print Name of Signatory

Title

Date

Dental Office Name

Dental Office Address

City, State ZIP

Primary Dental License #

SS# and/or Tax ID#

Individual National Provider Identifier (NPI)

Organizational National Provider Identifier (NPI)
(if applicable)

Signature

Print Name of Signatory

Title

Effective Date