



TRIBAL PROVIDER AGREEMENT

THIS TRIBAL PROVIDER AGREEMENT (the “Agreement”) is made and entered into by and between **LIBERTY Dental Plan of Oklahoma, Inc.** (“LIBERTY”) and [LEGAL NAME OF DENTAL OFFICE]: _____ (“Dental Office”), a(n) [CHECK ONE]: *individual practice* *partnership* *professional corporation* *other:* _____, effective as of the date specified by LIBERTY on the signature page (the “Effective Date”). LIBERTY and Dental Office may each be referred to as a “Party” and together may be referred to as the “Parties.”

RECITALS

WHEREAS, LIBERTY arranges for the provision of certain dental services to Members (as defined below);

WHEREAS, Dental Office desires to provide such dental services to Members upon the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for all other good and valuable consideration had and received, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

DEFINITIONS

“Clean Claim” means a claim that contains all information necessary for LIBERTY to process the claim and that meets all applicable criteria and requirements set forth in the Provider Manual and applicable law.

“Continuation of Care” means the obligation of Dental Office to provide services to a Member beyond the termination date of this Agreement, as set forth in Section 4.3(b).

“Cost Sharing” means any applicable Member coinsurance, copayment or deductible as set forth in the applicable Plan Description.

“Covered Services” means medically necessary and appropriate dental benefits, services, treatment and supplies that the Member is eligible to receive under the applicable Dental Plan, as set forth in the Plan Description, subject to applicable laws governing covered services.

“Dental Director” means the individual or group of individuals appointed by LIBERTY to establish, monitor, and maintain professional standards for Dentists.

“Dental Office” means the individual dentist or dental practice (whether a partnership, professional corporation, or other business entity) named in the above preamble and on the signature page of this Agreement. Only those Dental Office locations approved in writing, and linked to this Agreement, by LIBERTY shall be permitted to render dental services to Members.

“Dental Office Agent” means an agent or representative of Dental Office (including, but not limited to, Dentists, dental hygienists, assistants, staff members, contractors, or any other individuals acting at the direction or under the control of Dental Office) performing any services pursuant to this Agreement.

“Dental Plan” means dental coverage provided by LIBERTY or a Payor (defined below), in which Dental Office and Dentists are eligible, and selected and approved by LIBERTY, to participate. Dental Office and applicable Dentists shall automatically be deemed to have accepted participation in a Dental Plan for which they are eligible, and for which they are selected and approved by LIBERTY for participation, unless Dental Office provides written notice to LIBERTY of its desire not to participate in the Dental Plan within thirty (30) days (or such longer period required by applicable law) of being selected and approved by LIBERTY.

“Dentist” means an individual dentist employed by, contracted with, or otherwise engaged by Dental Office to provide dental services. Only those Dentists who have met the credentialing and all other requirements set by LIBERTY, have undergone credentialing by LIBERTY or LIBERTY’s designee, and have been approved and activated in the provider network by LIBERTY shall be permitted to perform dental services under this Agreement. All Dentists, including those ordering or referring Covered Services, must have a National Provider Identifier (NPI) to the extent such Dentist is not an atypical provider as defined by the Centers for Medicare & Medicaid Services (CMS).

“Emergency Dental Care” includes, but is not limited to, the immediate service that must be provided to relieve the member from pain due to an acute infection, swelling, trismus or trauma.

“Member” means an individual enrolled in the applicable Dental Plan(s).

“Oklahoma Health Care Authority” or **“OHCA”** means the single state Agency for Medicaid in Oklahoma and the Agency with direct oversight of the SoonerSelect Dental program.

“Payor” means a third-party payor, including, without limitation, a government payor, such as Medicare or Medicaid, for which LIBERTY provides a network and/or performs administrative services.

“Plan Description” means the summary of benefits that applies to a Dental Plan and describes the Covered Services, exclusions, limitations, and Cost Sharing under such Dental Plan. LIBERTY shall provide to Dental Office a copy of the Plan Description(s) for the Dental Plan(s) in which Dental Office and applicable Dentists have been approved by LIBERTY to participate.

“Provider Manual” means the then current version of the applicable provider manual, dental office provider reference manual, or any other manual with a name conveying a similar meaning, along with any other administrative guidelines issued or made available to the Dental Office by LIBERTY. LIBERTY may provide the Provider Manual to Dental Office in paper, CD-ROM, or electronic format or make it available to Dental Office via LIBERTY’s website. LIBERTY reserves the right to amend, modify, supplement or remove terms or provisions of the Provider Manual at any time and from time to time.

“Urgent Dental Care” means the management of dental conditions that require immediate attention to relieve severe pain and/or risk of infection in order to avoid the likely onset of an emergency dental condition.

ARTICLE I RELATIONSHIP OF THE PARTIES

1.1 Independent Contractors. LIBERTY and Dental Office are separate and independent entities. Dental Office shall be deemed an independent contractor, and not an employee, agent, joint venture, or partner of LIBERTY, within the meaning of all applicable federal, state and local laws and regulations governing employment insurance, workers’ compensation, labor and taxes and any other applicable laws and regulations. Nothing in this Agreement, nor any act or conduct by LIBERTY, shall be interpreted or construed as making Dental Office or any Dental Office Agents an agent, partner or joint venture of LIBERTY or as creating or establishing an employer-employee relationship between LIBERTY and Dental Office (or Dental Office Agents). LIBERTY shall not be liable for withholding taxes on behalf of Dental Office. LIBERTY shall provide a Form 1099 or other appropriate tax-related documents to Dental Office, and Dental Office shall be responsible for its own taxes associated with its performance of the services hereunder and receipt of payments pursuant to this Agreement. Dental Office shall not, by reason of this Agreement, acquire any benefits, privileges or rights under any benefit plan operated by LIBERTY for the benefit of its employees, including, without limitation, any pension or profit-sharing plans or any plans, coverages or benefits providing workers’ compensation, medical, dental, disability or life insurance protection. Dental Office agrees and acknowledges that Dental Office is not authorized to enter into any contract or assume any obligation on behalf of LIBERTY without the prior written consent of LIBERTY. The Parties acknowledge and agree that Dental Office shall be solely responsible for the provision of services (or failure to provide services) to Members and that LIBERTY shall not be liable for any act or omission by Dental Office or by Dental Office Agents.

1.2 Dental Office Agents. All of the restrictions on and obligations of Dental Office set forth in this Agreement shall equally apply to all Dental Office Agents as applicable, whether or not such restrictions or obligations expressly mention Dental Office Agents. Dental Office shall ensure that all of the Dentists and its other Dental Office Agents comply with all such restrictions and obligations set forth in this Agreement, and Dental Office acknowledges and agrees that it is solely responsible for all Dentists’ and its other Dental Office Agents’ acts, omissions, and compliance with the terms of this Agreement.

ARTICLE II OBLIGATIONS OF DENTAL OFFICE

2.1 Provision of Services; Scope of Work.

- (a) *Participation in Dental Plan(s).* Dental Office shall participate in the Dental Plan(s) in accordance with this Agreement, including, without limitation, any and all applicable Addendums, Attachments and Schedules to this Agreement, and the corresponding Plan Description(s) and shall provide the appropriate Covered Services to Members who have been assigned to or who have otherwise selected Dental Office. Dental Office acknowledges and agrees that LIBERTY may delete, add to, or otherwise amend or modify the Dental Plans at any time without Dental Office's consent and that such deletions, additions, amendments and modifications shall become immediately effective, subject to any notification requirements under applicable law or this Agreement. If Dental Office or any Dentist becomes ineligible to participate in a particular Dental Plan, Dental Office (and/or the individual Dentist(s), as applicable) shall be de-linked by LIBERTY with respect to such Dental Plan and Dental Office shall not (and shall ensure the applicable individual Dentist(s) do(es) not) participate under such Dental Plan.
- (b) *Standard of Care.* Dental Office shall maintain the dentist/patient relationship with Members and shall be solely responsible for the provision of dental services. Dental Office shall render services in a timely manner and in a manner consistent with all applicable state and/or federal laws and regulations, professionally recognized standards of dental practice, and the professional and ethical standards and guidelines issued by LIBERTY (including any standards or guidelines set forth in the Provider Manual or otherwise issued by LIBERTY). In addition, Dental Office shall conduct its relationship with LIBERTY and Members in a professional and positive manner. Dental Office shall not make untruthful, inaccurate, misrepresentative or disparaging statements or omissions regarding LIBERTY or Members or conduct itself in any fashion that could be detrimental to the business of LIBERTY, as determined by LIBERTY in its sole discretion.
- (c) *Emergency Dental Care.* Dental Office may render Emergency Dental Care and/or Urgent Dental Care without prior authorization from LIBERTY and as set forth in the Provider Manual.
- (d) *Availability/Access.* Dental Office shall comply with all availability and access requirements set forth in the Provider Manual, an applicable Addendum or applicable law, whichever provides for the greatest availability/access to Members. At minimum, Dental Office shall comply with all applicable requirements of 42 U.S.C. Chapter 126 (the Americans with Disabilities Act), including providing physical access, reasonable accommodations, and accessible equipment for Members with physical or mental disabilities in accordance with 42 C.F.R. § 438.206(c)(3).
- (e) *Cultural Competency.* Dental Office shall take meaningful steps to promote the delivery of Covered Services in a culturally competent manner to Members, including those with limited English proficiency and diverse cultural and ethnic backgrounds and disabilities regardless of gender, sexual orientation, or gender identity.
- (f) *Posting of Notices.* Dental Office shall post in its office(s) a notice to Members regarding the process for resolving complaints with LIBERTY and/or any other notice required by applicable law or otherwise required by LIBERTY or a Payor, which may include Member rights to grievances, appeals, and state Fair Hearings.

2.2 Licensure, Credentialing and Compliance.

- (a) *Licensure.* Dental Office represents and warrants that it and each Dentist (and each Dental Office Agent, as applicable) has and will maintain without interruption throughout the Term, and any period of Continuation of Care, all licenses, certifications and qualifications required by applicable federal and state laws and regulations to provide services under this Agreement. Dental Office further represents and warrants that neither Dental Office's nor any Dentist's (or Dental Office Agent's, as applicable) required licenses, certifications or qualifications have been suspended, placed on probation, revoked, terminated or otherwise limited or restricted within the past ten (10) years.
- (b) *Credentialing.* Dental Office expressly agrees that credentialing approval of the Dental Office by LIBERTY or its designee is a condition precedent to the performance of both Parties under this Agreement. Dental Office shall, and shall ensure Dentists, meet and maintain all credentialing (including federal, state and NCQA guidelines) and other professional qualification requirements of LIBERTY. Dental Office shall ensure that no Dentist performs services under this Agreement unless and until he or she has met the credentialing and all other requirements set by LIBERTY, has undergone credentialing by LIBERTY or LIBERTY's designee, and has been approved and activated on the provider network by LIBERTY. Dental Office shall promptly (no later than two (2) business days) update information it has, or information its Dentists have, on file with LIBERTY with respect to changes that occur outside of the recredentialing cycle, including, but not limited to, changes in office hours, office location openings and closings, changes in dentists at an office, reduction in services, and similar matters.

(c) *Required Notices.* Notwithstanding the generality of the foregoing obligation to update LIBERTY with respect to any changes that occur outside of the recredentialing cycle, Dental Office shall notify LIBERTY immediately upon, and in no event more than two (2) business days following, its discovery of any of the following:

- i. Any license, certification, or qualification of Dental Office, a Dentist or other Dental Office Agent that is required under this Agreement is suspended, placed on probation, revoked, terminated, or otherwise limited or restricted;
- ii. Dental Office, a Dentist, or other Dental Office Agent becomes the subject of any disciplinary proceeding or action before the applicable state dental board or is otherwise the subject of an investigation by a governmental agency;
- iii. Dental Office, a Dentist, or other Dental Office Agent is suspended from, loses eligibility to participate in, or otherwise ceases to participate in a state or federal program;
- iv. Dental Office, a Dentist, or other Dental Office Agent is convicted of fraud and/or a felony;
- v. Dental Office, a Dentist, or other Dental Office Agent is subject to any determination by any third-party payor, court or other administrative tribunal that Dental Office, a Dentist, or other Dental Office Agent may have or has engaged in the provision of substandard quality of care or abusive billing, fraud, dishonesty or other acts of misconduct in the rendering or reimbursement of Dental Services;
- vi. Dental Office or a Dentist is named as a defendant in a malpractice action involving a prior or current Member or there is any malpractice judgment against, or settlement involving, Dental Office or a Dentist;
- vii. A lapse in, termination of, or reduction in the amount of insurance coverage required under Section 2.8;
- viii. A receiver, liquidator or trustee of Dental Office or a Dentist is appointed by court order, or a petition to liquidate or reorganize is filed against Dental Office or a Dentist under any bankruptcy, reorganization or insolvency law, or Dental Office or a Dentist (1) files a petition in bankruptcy or requests reorganization under any provision of the bankruptcy, reorganization or insolvency laws, (2) makes an assignment for the benefit of its creditors, or (3) is adjudicated bankrupt or insolvent;
- ix. There is a change in Dental Office's or a Dentist's business address;
- x. There is a change in Dental Office's taxpayer identification number (TIN), name, or ownership; or
- xi. There is a change in any information provided on Dental Office's or a Dentist's provider application.

(d) *Compliance.*

- i. *Non-Discrimination.* Dental Office shall not, and shall ensure that Dentists and other Dental Office Agents do not, in any way discriminate against Members on the basis of race, color, religion, national origin, ancestry, place of origin or residence, sex, age, religion, sexual orientation, gender identity, disability, medical condition or health status, marital status, membership in a Dental Plan or program, source of payment, or any other class or status protected by applicable federal and/or state discrimination laws. However, the Dental Office hereby asserts its right to the exception to the foregoing as provided in 48 CFR 1452.226-70 and other Federal law. In addition, Dental Office shall comply with any applicable local requirements concerning adequate space, supplies, sanitation and fire and safety procedures and shall accommodate the presence of interpreters. Dental Office shall identify Members in a manner which will not result in discrimination against Members in order to coordinate the provision of Covered Services and not use discriminatory practices with regard to Members such as separate waiting rooms, separate appointment days, or preference of private pay clients.
- ii. *Compliance with Policies and Procedures.* Dental Office shall, and shall ensure all Dentists and other Dental Office Agents, comply fully with, and abide by, the rules, policies, and procedures that LIBERTY has established or will establish, including, but not limited to, those related to timeliness of access to care, coverage rules and payment, quality improvement/management, utilization management (including, but not limited to, precertification procedures, referral processes or protocols, and reporting of clinical encounter data), member grievances, provider credentialing, and LIBERTY's compliance program. Dental Office shall, and shall ensure Dentists and other Dental Office Agents, also comply with all policies, procedures and guidelines identified in the Provider Manual, which may be amended from time to time by LIBERTY.
- iii. *Compliance with Applicable Laws.* Dental Office shall, and shall ensure all Dentists and other Dental Office Agents, comply with all applicable state and federal laws, regulations, rules and guidelines.

2.3 Quality Management.

- (a) *QMI Program.* LIBERTY shall develop and maintain a Quality Management and Improvement Program (“QMI Program”). Dental Office shall, and shall ensure Dentists, comply with such QMI Program and cooperate with LIBERTY with respect to quality management and improvement activities, including monitoring, peer review, and/or appeals procedures established by LIBERTY and/or OHCA. Dental Office agrees to participate in any corrective action processes that will be taken where necessary to improve quality of care. In addition, Dental Office acknowledges and agrees that LIBERTY may use the performance data of Dental Office for QMI Program activities.
- (b) *Radiology Equipment.* If Dental Office utilizes radiology or radiographic equipment at its facility in rendering services pursuant to this Agreement, Dental Office shall have such equipment regularly checked, as required by LIBERTY and applicable laws and regulations, to ensure that such equipment is environmentally safe and technologically accurate. Dental Office shall correct any hazards identified by such inspections or identified at any other time. Dental Office shall maintain equipment maintenance and calibration records and all inspection certificates or reports (collectively, “Equipment Records”) for the time periods specified by law or regulations, and in absence of any applicable law or regulation for a period of ten (10) years from the date of the creation of the Equipment Records. The Equipment Records shall be available for review by LIBERTY upon request.

2.4 Administrative Duties.

- (a) *Eligibility Verification.* Dental Office shall verify a Member’s eligibility to receive Covered Services in accordance with the procedures set forth in the Provider Manual.
- (b) *Claim and Other Data Submission.* Claims shall be submitted directly to LIBERTY, except that LIBERTY may designate that claims for services rendered pursuant to certain Dental Plans be submitted directly to a Payor or its designee. Dental Office shall provide to LIBERTY an accurate and detailed description of all Covered Services rendered to Members by completing either an electronic data interchange (EDI) submission in accordance with the Provider Manual or an American Dental Association (ADA) claim form. Dental Office shall comply with all applicable clean claims requirements, in accordance with applicable law and regulation and as set forth in the Provider Manual. Dental Office’s failure to submit a Clean Claim, subject to the claim correction and resubmission procedures set forth in the Provider Manual and applicable law, forfeits Dental Office’s right to payment on that claim unless the failure was the result of a catastrophic event, as determined by LIBERTY, that substantially interfered with the Dental Office’s normal business operations.
- (c) *Cooperation with LIBERTY Procedures.* Dental Office shall cooperate with LIBERTY, and participate at LIBERTY’s direction, in service standards, quality management, peer review and audit systems, on-site inspections and grievance procedures, as may be further set forth in the Provider Manual, and shall comply with all final determinations rendered by the peer review process or grievance procedures established by LIBERTY. Additionally, Dental Office must, in good faith, cooperate with LIBERTY in the performance or provision of administrative services or functions by LIBERTY, and make information available, in a timely matter, as reasonably requested by LIBERTY to enable it to perform such functions.
- (d) **Claims Submission.** Dental office shall comply with applicable claims submission and handling procedures, as further detailed in the Provider Manual, which shall be consistent with applicable law.
- i. All claims must be submitted to LIBERTY for payment for services no later than one hundred and twenty (120) days after the date of service. LIBERTY may deny payment of claims submitted by Dental Office which are not timely.
 - ii. LIBERTY shall pay claims timely submitted by Dental Office within forty-five (45) days of LIBERTY’s receipt of a clean claim from Dental Office, in accordance with applicable provisions of the Provider Manual. In the event that LIBERTY fails to remit timely payment of clean claims to Dental Office in accordance with such forty-five (45) day timeframe, such clean claims due to Dental Office shall bear simple interest at the rate of 10% per annum.

2.5 Confidentiality.

- (a) *Member Information.* Dental Office shall safeguard Members’ privacy and confidentiality, ensure accuracy of Members’ health records and maintain records of Members in an accurate and timely manner. Dental Office agrees to comply with all state and federal laws, rules and regulations, and applicable program requirements, regarding the privacy, security, confidentiality, accuracy and/or disclosure of records (including, but not limited to, medical records), personally identifiable information and/or protected health information and enrollment information, including, without limitation, the Health

Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (collectively, "HIPAA"), as well as the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated thereunder (collectively, "HITECH Act"). Dental Office also agrees to release such information only in accordance with applicable state and federal laws or pursuant to court orders by a court of competent jurisdiction or validly issued subpoenas.

- (b) *Dental Office Information.* Dental Office agrees that a Payor and LIBERTY may share with each other, or with their designated authorized agents, Dental Office information collected by either Payor or LIBERTY pertaining to, without limitation: (i) quality assurance and improvement; (ii) utilization management, including reporting of clinical encounter data; (iii) patient satisfaction; (iv) credentialing; (v) maintenance of medical and dental records, record audits and inspection; (vi) health education; (vii) case management; (viii) disease management; and (ix) peer review.
- (c) *Other Confidential Information.* Dental Office acknowledges that, by reason of Dental Office's performance of services under this Agreement, Dental Office, Dentists, and other Dental Office Agents may have access to confidential and/or proprietary information of LIBERTY or of other third parties to which LIBERTY has confidentiality obligations ("Third Parties"). This confidential and/or proprietary information may include, without limitation, information and knowledge pertaining to products, services, benefits, policies, inventions, discoveries, improvements, innovations, designs, ideas, trade secrets, advertising, marketing, finances, distribution and sales methods, sales and profit figures, databases, Member and provider lists, identifying information regarding Members, and relationships and agreements between LIBERTY (or Third Parties) and providers, regulators and others who have business dealings with them (collectively, "Confidential Information"). Dental Office acknowledges that such Confidential Information is a valuable and unique asset of LIBERTY and/or the Third Parties to which such Confidential Information belongs, and Dental Office shall, and shall ensure Dentists and other Dental Office Agents, keep all Confidential Information in strictest confidence and use Confidential Information for no other purpose than, and only to the extent necessary, to carry out Dental Office's obligations under this Agreement and not disclose any Confidential Information to any third party without the prior written authorization of LIBERTY.
- i. *Exceptions; Required Disclosures.* The obligation of confidentiality imposed by this Section 2.5(c) shall not apply to information that is, or becomes, publicly known and generally available to the public through no act or omission of Dental Office (or any of its Dentists or Dental Office Agents) or which is required to be disclosed by validly issued subpoena, by order of a court of competent jurisdiction or by applicable law or other legal or governmental process (collectively, "Required Disclosure"); provided, however, that in the case of Required Disclosure, Dental Office shall immediately provide written notice to LIBERTY of such request(s) and shall use reasonable efforts to resist disclosure until an appropriate protective order may be sought by, or a waiver of compliance with the terms of this Agreement has been granted by, LIBERTY. In the absence of a protective order or receipt of a waiver hereunder, if Dental Office is nonetheless, in the written opinion of its counsel, legally required to disclose the requested Confidential Information, then Dental Office may disclose such information, provided that LIBERTY has been given a reasonable opportunity to review the text of such disclosure before it is made and that disclosure is limited to only the Confidential Information specifically required to be disclosed.
- ii. *Return of Confidential Information.* Upon termination or expiration of the Agreement, Dental Office shall return all Confidential Information (except any Records, as defined below, which it has a duty to maintain) to LIBERTY. Following termination or expiration of the Agreement, Dental Office shall not in any way use or disclose Confidential Information.

2.6 Inspection, Evaluation, Audit; Document Retention.

- (a) *Access to Records.* Dental Office shall permit LIBERTY, upon advance written notice, and all applicable governmental agencies or divisions, including OHCA, (and/or the designees of LIBERTY or such governmental agency/division) to inspect, evaluate and audit any physical facilities and equipment, books, contracts, documents, papers, records, including dental records and documentation, such as reports, clinical information, and Encounter Data of the Dental Office that pertain to Members, any aspect of Covered Services performed, reconciliation of benefits and determination of amounts payable, and all such other information necessary to monitor Dental Office's performance under this agreement on an ongoing and periodic basis (the "Records"). Dental Office shall cooperate and assist with, and provide the Records to, LIBERTY and any applicable governmental agency/division (and/or their designees) for purposes of the above inspections, evaluations, and/or audits, or as otherwise requested by LIBERTY from time to time. Dental Office shall notify LIBERTY of any disclosure of Records it is required to make to a governmental agency or division. Dental Office may not make the access or the

provision of Records described in this Section 2.6(a) contingent upon a confidentiality statement or agreement. The above-described rights to inspect, evaluate and audit will extend through the period during which Dental Office is required to maintain the Records as set forth in Section 2.6(c) below.

- (b) *Record Keeping.* Dental Office shall maintain an adequate record system for recording services and all other commonly accepted information elements, including but not limited to charges, dates and records necessary for evaluation of the quality, appropriateness and timeliness of services performed. Members and their representatives shall be given access to and can request copies of the Member's health records to the extent and in the manner provided under State or federal law. In accordance with 42 C.F.R. § 438.208(b)(5), Dentists furnishing services to Member must maintain and share Member health records in accordance with professional standards.
- (c) *Retention Period.* Dental Office shall maintain the Records for ten (10) years from the termination or expiration of the Agreement or the completion date of any audit conducted pursuant to Section 2.6(a) (whichever is later), unless otherwise required by law.

2.7 Hold Harmless. Dental Office agrees that in no event, including, but not limited to, non-payment by LIBERTY or Payor, insolvency of LIBERTY or Payor, or breach of this Agreement, shall Dental Office bill, collect a deposit from, impose surcharges on, or have any recourse against a Member or a person acting on behalf of a Member for Covered Services provided pursuant to this Agreement. The Agreement does not prohibit Dental Office from collecting Member Cost Sharing, as specifically provided in the applicable Plan Description provided by LIBERTY and in effect at that time, or fees for non-covered services as long as the Member has been informed in advance, and has acknowledged in writing, that services are not covered and that Member is financially responsible for any non-covered services and as long as Dental Office has complied with any other LIBERTY policies, rules or guidelines governing non-covered services. This provision will survive termination of the Agreement, regardless of the reason for termination, including the insolvency of LIBERTY or Payor, and shall supersede any oral or written agreement between Dental Office and Member.

2.8 Insurance. Dental Office shall secure and maintain policies of general and professional liability insurance necessary to insure Dental Office (and Dental Office Agents) against any liabilities or claims for damages arising by reason of injury or death, occasioned directly or indirectly, in connection with the performance or nonperformance of any service by Dental Office or by Dental Office Agents under this Agreement. Dental Office (and each Dentist of Dental Office) shall secure and maintain minimum coverage limits for professional liability insurance of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Dental Office shall also require that every Dental Office Agent shall maintain professional liability insurance of similar limits or be named insured on Dental Office's professional liability insurance policy. Dental Office shall deliver to LIBERTY satisfactory evidence of all such insurance coverage during each year of this Agreement or upon LIBERTY's request and shall further notify LIBERTY immediately of any and all substantial changes in, or cancellation of, said insurance coverage.

2.9 Indemnification. LIBERTY and OHCA shall not be liable for any act or omission by Dental Office, or by any Dentist or other Dental Office Agent, in connection with, or in any way arising out of, the performance or nonperformance of any services by Dental Office, Dentists, or Dental Office Agents ("Dental Office Acts/Omissions"). Dental Office shall hold harmless LIBERTY and OHCA (and each their affiliates, subsidiaries, parent corporations, officers, directors, shareholders, managers, members and employees) from and against any and all losses, costs, damages), obligations, liabilities, awards and expenses, which arise out of or are in any way related to: (i) any Dental Office Acts/Omissions; (ii) Dental Office's (or Dentist's or Dental Office Agent's) breach of this Agreement; or (iii) any representations, warranties, covenants, agreements, obligations, or acknowledgments of Dental Office, a Dentist, or a Dental Office Agent, as set forth in this Agreement (including, but not limited to, any provider application form).

ARTICLE III COMPENSATION

3.1 Fees. In exchange for the provision of Covered Services to Members, Dental Office shall be compensated in accordance with the applicable compensation set forth in an Exhibit and/or in the applicable compensation addendum or fee schedule based upon the applicable coverage of the Dental Plan(s) in which Dental Office participates. LIBERTY shall pay or deny Dental Office claims in accordance with any applicable prompt payment statutes. Dental Office acknowledges and agrees that all such compensation will be based on the current, applicable Dental Plan(s). Dental Office agrees to accept such compensation and any applicable Cost Sharing as payment in full for the rendered Covered Services. Dental Office acknowledges that LIBERTY shall not be liable in any way for payment for Covered Services rendered by Dental Office to Members to the extent such payment is the responsibility of the

Payor under the applicable Dental Plan. In addition, LIBERTY shall not directly or indirectly make payment to a Dental Office as an inducement to reduce or limit medically necessary services furnished to a Member.

3.2 Offsets and Deductions. LIBERTY may offset and deduct from any amounts due to Dental Office any amounts owed by Dental Office, including, but not limited to: (i) any overpayment or error in payment made to Dental Office by LIBERTY, and (ii) any amounts necessary to resolve a Member complaint or grievance, as determined by LIBERTY's Dental Director or designee. Any offsets and/or deductions shall be made by LIBERTY in accordance with applicable laws and/or LIBERTY'S policies and procedures.

3.3 Coordination of Benefits/Subrogation Claims. The value of any benefits or services provided under this Agreement may be coordinated with any other type of group insurance plan or coverage under governmental programs pursuant to the requirements of applicable federal or state laws or regulations. Dental Office agrees to cooperate with LIBERTY in connection with its efforts to coordinate benefits or services and cooperate with respect to any subrogation claim LIBERTY may pursue.

ARTICLE IV

TERM AND TERMINATION

4.1 Term. This Agreement shall commence on the Effective Date and continue in effect for one (1) year. This Agreement will thereafter automatically renew on the same terms and conditions for subsequent twelve-month (12-month) periods unless terminated in accordance with the termination provisions herein.

4.2 Termination.

- (a) *By Mutual Agreement.* This Agreement may be terminated at any time upon the mutual agreement of the Parties by a writing executed by an authorized signatory of each Party.
- (b) *By Either Party.* Either Party may terminate this Agreement with or without cause by providing written notice to the other Party at least ninety (90) days prior to the intended effective date of the termination.
- (c) *By LIBERTY.* LIBERTY may deactivate Dental Office or an individual Dentist from further Member selection if LIBERTY determines that it needs to do so to investigate or manage Dental Office compliance (or with respect to an individual Dentist, such as Dentist's compliance) with Agreement terms, though LIBERTY is not obligated to do so. LIBERTY may also terminate this Agreement as follows:
 - i. *Immediate Termination by LIBERTY.* LIBERTY may terminate this Agreement immediately and without possibility of reinstatement upon cure if LIBERTY determines, in its sole discretion, that one or more Members' health may be impaired by the continuation of this Agreement or if LIBERTY determines that any of the following events have occurred with respect to Dental Office, which determinations shall be made by LIBERTY in good faith: (i) Dental Office's loss of, or failure to maintain, general and/or professional liability insurance as required under this Agreement, (ii) Dental Office's exclusion from participation in Medicare, Medicaid, or any other third-party, state or federal program, (iii) felony conviction of Dental Office, (iv) impairment of Dental Office's ability to provide services or Dental Office's refusal to see and/or treat Members, (v) fraud by Dental Office, (vi) Dental Office's failure or inability at any time to satisfy LIBERTY's then current credentialing criteria, (vii) Dental Office's failure to comply with Subsection 2.2(c) hereof, or (viii) Dental Office breaches Section 5.1 below. LIBERTY also has the right to terminate the Agreement with respect to the participation of only a particular Dentist or Dentists of Dental Office if LIBERTY determines, in its sole discretion, that any of the foregoing events have occurred with respect to such Dentist(s).
 - ii. *Termination by LIBERTY Upon Dental Office Breach.* LIBERTY may also terminate this Agreement upon thirty (30) days' written notice to Dental Office if LIBERTY has determined that Dental Office is in breach of any material provision of this Agreement; provided, however, that if such breach constitutes a terminable event under Section 4.2(c)(i) above, LIBERTY may immediately terminate Dental Office pursuant to such Section. If such breach is cured to LIBERTY's satisfaction within such thirty-day (30-day) notice period, then the Agreement will not be terminated and it shall continue in full force and effect. If such breach is not cured to LIBERTY's satisfaction within such thirty-day (30-day) cure period, LIBERTY may immediately terminate the Agreement.

- (d) *Automatic Termination.* This Agreement shall automatically terminate upon: (i) LIBERTY's determination, in its sole discretion, that any license, certification, or qualification of Dental Office, Dentist, or Dental Agent that is required under this Agreement is suspended, placed on probation, revoked, terminated, or otherwise limited or restricted, (ii) the institution by or against Dental Office of insolvency, receivership or bankruptcy proceedings, or any other proceedings for the settlement of Dental Office's debts, (iii) Dental Office making an assignment for the benefit of creditors, or (iv) Dental Office's dissolution or ceasing to do business. In the event an individual office location of Dental Office activated under this Agreement ceases to do business, the Agreement shall automatically terminate with respect to such office location. In addition, this Agreement shall terminate with respect to an individual Dentist in the event of such Dentist's death (or, where Dental Office has a single Dentist, the Agreement shall terminate in its entirety in the event of such Dentist's death).

4.3 Effect of Termination.

- (a) *Prior and Continuing Obligations.* Notwithstanding any other provision in this Agreement, any termination of this Agreement shall have no effect upon the rights and obligations of the Parties arising out of any transactions occurring prior to the effective date of such termination and any continuing obligations after termination as set forth in this Agreement.
- (b) *Continuation of Care.* In the event of the termination of this Agreement, and unless prohibited by applicable law, Dental Office shall complete all services started prior to the effective date of termination, consistent with professionally recognized standards of dental practice and LIBERTY's Provider Manual, and as otherwise required by applicable law or regulation.
- (c) *Records.* In the event of termination of this Agreement, Dental Office shall, at no cost to Member or LIBERTY, forward to the Member's newly assigned dentist, at the request of the Member or newly assigned dentist, copies of all patient records and copies of x-rays of Member, within thirty (30) days (or such lesser time period required by applicable law) after such request. Dental Office further agrees to return all LIBERTY materials to LIBERTY, including all manuals or reference guides.
- (d) *Notification to Members.* LIBERTY shall notify Members regarding provider termination prior to the termination date. For services started prior to the termination date, Dental Office agrees to charge the Member no more for services than would have been payable by the Member had this Agreement not terminated.

ARTICLE V GENERAL PROVISIONS

5.1 Communications. Any written mass communication relating to LIBERTY or its Dental Plans (whether or not LIBERTY is specifically named) directed to Members by Dental Office must be reviewed and approved by LIBERTY prior to mailing.

5.2 Dentist-Patient Communications. Dental Office may freely communicate with Members regarding such Members' dental treatment (regardless of benefit coverage limitations), and LIBERTY shall not prohibit, attempt to prohibit, or discourage Dental Office from discussing with, or communicating to, a current, prospective, or former Member, or a party designated by Member with respect to: (i) information or opinions regarding Member's dental care, including the Member's medical or dental condition or treatment options, (ii) information regarding the provisions, terms, requirements, or Covered Services of the Dental Plan as they relate to the dental needs of the Member, and (iii) the fact that Dental Office's contract with LIBERTY has terminated or that Dental Office will no longer be providing Covered Services under LIBERTY's Dental Plans.

5.3 Dispute Resolution Process. Any dispute, claim or controversy between the Parties arising out of, or relating to, this Agreement shall be resolved by mediation or in the event such dispute, claim or controversy cannot be resolved by mediation, by binding arbitration pursuant to the rules and procedures of the American Arbitration Association. This Section 5.3 shall not apply to disputes arising from malpractice claims or other claims of Members or other third parties, nor shall this Section preclude the Parties from pursuing equitable relief in a court of competent jurisdiction. Dental Office further agrees to abide by the terms of any arbitration, mediation or grievance procedure provisions set forth in the Plan Description. This Section shall also not apply to disputes arising from utilization management decisions of LIBERTY, it being understood and acknowledged by the Parties that Dental Office's rights in connection with such decisions are specified in the QMI Program. Nation does not waive its sovereign immunity by entering into this Agreement and specifically retains all immunities and defenses available to it as a sovereign pursuant to all applicable law. Nothing in this Agreement, the Plan Document nor in any dispute resolution processes or procedures shall be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement as to sovereign immunity shall be construed in favor of sovereign immunity.

5.4 Addendum Conflict. Each state-specific or product-specific addendum is expressly incorporated into this Agreement and is binding upon the Parties. In the event of any inconsistent or contrary language between any state-specific or product-specific addendum and any part of this Agreement, the Parties agree that the provisions of any state-specific or product-specific addendum shall prevail as applicable to the Covered Services provided to Members of a specific product, issued in a specific state, unless otherwise required by applicable law.

5.5 Miscellaneous.

- (a) *Applicable Law.* This Agreement and the rights and obligations of the Parties shall be interpreted, construed and enforced in accordance with the laws of the jurisdiction in which Dental Office is contracted by LIBERTY to provide Covered Services under this Agreement.
- (b) *Waiver.* No failure or delay by LIBERTY or any representative of LIBERTY in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement. In addition, the waiver by LIBERTY of a breach of any provision of this Agreement by Dental Office shall not operate as or be construed as a waiver of any subsequent breach by Dental Office.
- (c) *Entire Agreement.* This Agreement (including any applicable provider application, the applicable Provider Manual, and all applicable attachments, exhibits, addenda and fee schedules, all of which are incorporated herein by reference) is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof and supersedes all prior agreements, communications or understandings with respect thereto.
- (d) *Severability.* If any provision, term, covenant or condition contained in this Agreement is held by any court of competent jurisdiction to be invalid, unenforceable or void, such invalidity or unenforceability shall not affect the validity and enforceability of the remainder of the Agreement, and all other provisions, terms, covenants and conditions contained in the Agreement shall remain in full force and effect. In addition, any invalid, unenforceable, or void provision, term, covenant or condition of this Agreement shall be replaced with a valid and enforceable one that will achieve, to the extent possible, the economic, business, and other purposes of the invalid, unenforceable, or void provision, term, covenant or condition.
- (e) *Amendments.* The Parties agree that any changes in applicable law that do not require this Agreement to be modified by a written amendment shall be automatically incorporated herein and that, where any changes in applicable law require this Agreement to include or not include certain language or provisions, such modification to language or provisions shall occur automatically even if LIBERTY fails to notify Dental Office of the modification. This Agreement may not be amended, modified, changed, or supplemented in any way except by written instrument signed by an authorized signatory of each Party. All amendments and changes must be agreed to in writing by both parties.
- (f) *Dental Office Representations.* Dental Office makes the following material representations to LIBERTY in order to induce LIBERTY to enter into this Agreement, and Dental Office acknowledges that LIBERTY has reasonably relied upon each of these representations and that but for each and every one of these representations, LIBERTY would not enter into this Agreement.
 - i. *Qualifications.* Dental Office represents that it has all applicable qualifications, certifications and licenses needed to perform the Covered Services.
 - ii. *No Conflicting Commitments.* Dental Office represents that it is free to enter into this Agreement and is not bound by any employment agreement, services agreement, nondisclosure or confidentiality agreement, non-competition agreement or any other agreement, document or obligation that may infringe upon or limit Dental Office's ability to perform, or may in any manner prevent Dental Office from performing, any of its obligations under this Agreement. Dental Office represents that there are no other agreements, relationships or commitments to any other person or entity that conflict with Dental Office's obligations to LIBERTY under this Agreement.
 - iii. *Signatory Authority.* By signing below, the signatory of Dental Office represents that he or she has the authority to bind Dental Office to this Agreement.

- (g) *Agreement Assignment.* This Agreement may be freely assigned by LIBERTY without the consent of Dental Office. This Agreement may not be assigned by Dental Office without the prior written consent of LIBERTY. Notwithstanding the foregoing, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the successors, assigns, heirs, executors and administrators of the Parties.

- (h) *Survival.* To the extent Dental Office performs any continuing treatment required by this Agreement, all terms of this Agreement shall remain in full force and effect until all such continuing treatment has concluded. In addition, all of the Parties' continuing rights and obligations under this Agreement, including, but not necessarily limited to, the following provisions, survive termination of this Agreement: Sections 1.2, 2.4(b)-(c), 2.5, 2.6, 2.7, 2.9, 4.3, 5.1, 5.2, 5.4.

- (i) *Headings.* The headings of the sections/paragraphs of this Agreement are for convenience only and may not in any way affect the meaning or interpretation of this Agreement.

- (j) *Counterparts/Signatures.* This Agreement may not be executed in counterparts. Any signature delivered or received via facsimile or as an electronic image (e.g., PDF format) shall be deemed to be an original signature hereto.

- (k) *Notices.* Any notices required to be given hereunder shall be in writing and shall be: (i) delivered in person to any signatory hereof, (ii) mailed by certified mail, postage prepaid, return receipt requested, (iii) mailed by a commercial overnight courier that provides receipt of delivery; or (iv) in the event that notice is being made to Dental Office by LIBERTY, mailed via regular U.S. mail, delivered via facsimile (fax), delivered via electronic mail (email), or delivered via any method described in (i)-(iii). Notice shall be deemed effective upon the date of delivery. Either Party may at any time change its address by mailing a notice as required above. Until notice of a change of address is given, all such notices shall be given or addressed as follows:

- (l) **The Dental Office does not waive its sovereign immunity by entering into this Agreement and expressly retains all immunities and defenses available to it as a sovereign pursuant to all applicable law, including those made available to _____(office name) officers, employees and agents. Nothing in the Agreement shall be construed to waive the sovereign rights or immunities of _____ (office name). Designations of venue; choice of laws; enforcement actions; indemnification, generally and for breach of covenants and breach of warranties, liquated damages; alternative dispute resolution; availability of remedies at law or in equity: Nation's obligation to mount a defense on behalf of Contractor; and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement as to sovereign immunity shall be construed in favor of sovereign immunity.**

To LIBERTY:

LIBERTY Dental Plan
 Attn: Professional Relations
 P.O. Box 26110,
 Santa Ana, CA 92799-6110

To Dental Office:

*Address, fax and/or email specified on
 signature page*

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date:

("DENTAL OFFICE"):

LIBERTY Dental Plan of Oklahoma, Inc.:

Authorized Signature

Print Name of Signatory

Title

Date

Dental Office Name

Dental Office Address

City, State ZIP

Primary Dentist License #

SS# and/or Tax ID#

Individual National Provider Identifier (NPI)

Organizational National Provider Identifier (NPI)

Signature

Print Name of Signatory

Title

Effective Date