



# LIBERTY Dental Plan TEXAS PROVIDER AGREEMENT

**THIS PROVIDER AGREEMENT** (the "Agreement") is made and entered into by and between LIBERTY Dental, P.A., a Texas Professional Association ("LIBERTY"), and [LEGAL NAME OF DENTAL OFFICE]: \_\_\_\_\_ ("Dental Office"),

a [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 Dental Office together, may be referred to as the "the Parties."

### WITNESSETH:

WHEREAS, LIBERTY has organized as a professional association under the laws of the State of Texas and desires to make contractual arrangements for its Members (hereinafter defined) under which Dental Office (hereinafter defined) agrees to furnish dental and related services to Members; and

WHEREAS, Dental Office is willing to enter into this Agreement with LIBERTY and furnish dental and related services to Members of LIBERTY upon the terms and conditions herein contained;

NOW, THEREFORE, in consideration of the premises and the mutual terms, covenants and conditions hereinafter set forth, the parties mutually agree as follows:

This Agreement, together with the Provider Application Form and the Provider Reference Guide, constitute the entire agreement of the parties.

Certain terms have a specific meaning in this Agreement, and are set forth below.

### ARTICLE I - DEFINITIONS

- 1.1 **Clean Claim** shall mean a claim which can be processed immediately and meets all applicable requirements set forth in the Provider Reference Guide, which Guide is incorporated into this Agreement by this reference.
- 1.2 **Continuity of Care** shall mean the obligation of LIBERTY to continue to reimburse a provider for services, which would have been covered had the Agreement not been terminated, provided to a Member beyond the termination date where certain "Special Circumstances," as defined herein, are present. **Special Circumstances** means a condition in which the treating provider reasonably believes that discontinuing care by the provider could cause harm to a Member who has a special circumstance, including a Member with a disability, acute condition, life threatening illness, or who is past the twenty-fourth (24th) week of pregnancy.
- 1.3 **Cost Sharing** means any applicable Member coinsurance, copayment or deductible charged by the Dental Office to a Member which the Member is solely responsible for under the terms of this Agreement as set forth in the applicable Plan Description.
- 1.4 **Covered Services** shall mean those Services which are covered by the applicable Dental Plan (dental benefits, services, treatment and supplies that the Member is entitled to receive under the applicable Dental Plan(s), as set forth in the Plan Description.
- 1.5 **Dental Director** shall mean the individual or group of individuals appointed by LIBERTY to maintain professional standards for the dentists contracting with LIBERTY.
- 1.6 **Dental Office** means the individual dentists 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. As further described in Section 2.2 ("Dental Office Agents"), "Dental Office" shall be construed to include, with respect to all restrictions upon and obligations of Dental Office under this Agreement, all dentists of Dental Office that have been contracted, or approved by, LIBERTY. Only those Dental Office locations and Dental Office dentists approved by LIBERTY shall be able to perform services under this Agreement and be eligible for compensation hereunder. Each Dental Office dentist shall be duly licensed to practice dentistry by the Board of Dental Examiners, State of Texas.
- 1.7 **Dental Office's Usual and Customary Rates** (Dental Office U&C) shall mean the normal rates charged by Dental Office for services.
- 1.8 **Dental Plan(s)** shall mean various plans for Payors outlining terms of coverage as provided by LIBERTY.
- 1.9 **LIBERTY Agreement** shall mean the agreements entered into by LIBERTY with Payors setting forth the terms on which Dental Office 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.

- 1.10 **LIBERTY Dental, P.A.** (herein referred to as: "LIBERTY") shall mean a Texas corporation operating pursuant to the Act which arranges for single service dental health care services to Members that are set forth herein. Should LIBERTY elect to contract the administration of its services to a third party, the references to LIBERTY can mean the third party administrator.
- 1.11 **LIBERTY Fee Schedule Amounts** shall mean lower of Dental Office's usual, customary and reasonable fees or the fees set forth in Exhibit A.
- 1.12 **Member** shall mean an individual participating in the Dental Plan(s).
- 1.13 **Payors** shall mean self-insured employers, unions or licensed insurance companies, which (i) provide dental care benefits to Members, and (ii) have entered into a LIBERTY Agreement.
- 1.14 **Plan Description** means the evidence of coverage and summary of benefits issued to Member by LIBERTY that describes Covered Services, exclusions and limitations, and Cost Sharing.
- 1.15 **Services** shall mean those dental services which Dental Office is licensed to render and customarily provides.

## ARTICLE II- RELATIONSHIP OF PARTIES

- 2.1 **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 venturer or partner of LIBERTY, within the meaning of all 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 or 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 respecting Dental Office. For tax purposes, Dental Office shall, as LIBERTY deems necessary, receive a Form 1099 or other appropriate tax-related documents 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 dental advice and 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.
- 2.2 **Dental Office Agents:** All of the restrictions on and obligations of Dental Office set forth in this Agreement shall equally apply to any dentist of Dental Office performing services under this Agreement and to any employee or assistant (or any other person acting at the direction or under the control) of Dental Office (collectively, "Dental Office Agents"), whether or not such restrictions or obligations expressly mention Dental Office Agents. Dental Office shall ensure that all of its 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 of its Dental Office Agents' compliance.

## ARTICLE III- DUTIES OF DENTAL OFFICE

- 3.1 **Dental Office agrees to:**
- 3.1.1 Participate in the Dental Plan(s), as provided by LIBERTY and in accordance with applicable fee schedules, and provide the applicable Covered Services to all Members selecting Dental Office. Dental Office acknowledges and agrees that LIBERTY may delete, add to, or otherwise amend or modify its Dental Plans, and that such deletions, additions, amendments and modifications will be deemed agreed to by Dental Office and shall become part of this Agreement.
- 3.1.2 Render the services provided by this Agreement in a timely manner consistent with the professional and ethical standards of the American Dental Association ("ADA") and the LIBERTY Dental Director, which services shall be the best possible in light of the technology and medical knowledge which is available at the present time.
- 3.1.3 Conduct his/her relationship with LIBERTY and LIBERTY Members in a professional and positive manner, and not make untruthful or otherwise disparaging statements regarding his relationship with LIBERTY, LIBERTY Members or LIBERTY's business, nor conduct himself in any fashion that could be detrimental to the business of LIBERTY, as solely determined by LIBERTY.
- 3.1.4 **Complaint Notice:** Post in its offices a notice to Members regarding the process for resolving complaints with LIBERTY. This notice must include the Texas Department of Insurance toll-free telephone number for filing complaints (800-252-3439).

- 3.2 **Prohibited Discrimination:** Dental Office shall not unlawfully discriminate in the treatment of his/her patients by reason of sex, race, nationality, religion, health or economic status.
- 3.3 **Administrative:** To enable LIBERTY to implement appropriate quality assurance and utilization review programs and to comply with the provisions of the Act and rules and regulations hereunder, Dental Office shall:
- 3.3.1 Agree to provide to LIBERTY an accurate description of all services rendered to Members of LIBERTY on ADA Claim Forms. The forms shall be completed and submitted to LIBERTY as services are performed. Dental Office shall comply with all applicable clean claims requirements as set forth in the Provider Reference Guide; Dental Office's failure to submit a Clean Claim forfeits Dental Office's right to payment on that claim unless the failure was the result of a catastrophic event that substantially interfered with the Dental Office's normal business operations;
- 3.3.2 Cooperate with LIBERTY in maintaining and providing such dental, financial, administrative and other records relating to a Member as may be requested by LIBERTY. When provided to LIBERTY, these records shall maintain the confidential nature they had while in the possession of Dental Office;
- 3.3.3 Cooperate and participate with LIBERTY/Payor in service standards, quality assurance, peer review and audit systems, on-site inspections, and grievance procedures, as set forth by LIBERTY. Dental Office shall comply with all final determinations rendered by the peer review process or grievance procedure established by LIBERTY;
- 3.3.4 Cooperate with LIBERTY by providing updated copies of state licenses, DEA Controlled Substances Certificates, Texas Controlled Substances Certificates, Radiation Certifications, and Malpractice Insurance Policies as these certificates and policies renew.
- 3.3.5 Provide written notice to LIBERTY immediately upon any changes to the information provided to LIBERTY on the Dental Office's provider application (or the provider application of any of its Dental Office Agents, if applicable). In addition, Dental Office shall provide immediate written notice to LIBERTY of any suspension or revocation of Dental Office's licenses, certifications or qualifications, of any investigation of Dental Office by a governmental agency or division, or any litigation or other legal proceeding involving Dental Office and a Member.
- 3.3.6 Dental Office agrees to participate in and abide by the credentialing policies established by LIBERTY.
- 3.4 **Confidentiality:** Dental records of Member shall be treated as confidential in order to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Dental Office agrees to maintain the confidentiality of the Member's records and enrollment information and prevent unauthorized disclosure.
- 3.5 **Inspection:** Dental Office agrees to allow inspection, during normal business hours, of financial books and records to the extent of its dealings with LIBERTY under this contract by LIBERTY/Payor and authorized authorities of the State of Texas. Dental Office hereby releases from liability all representatives of LIBERTY for their acts performed in good faith and without malice in connection with evaluating Dental Office's practice and hereby releases from liability any and all individuals and organizations who provide dental care-related information to LIBERTY.
- 3.6 **Patient Relationship:** Subject only to the quality assurance standards set forth in this Agreement and the Provider Reference Guide, the Dental Office shall be solely responsible for all dental advice and services rendered to a Member.
- 3.7 **Refusal of Services:** Dental Office shall have the right to refuse services to any Member who habitually has broken appointments or has behaved in a grossly discourteous manner toward Dental Office, Dental Office's employees and/or other patients. Dental Office shall immediately report to LIBERTY all such instances where Dental Office refuses services to a Member to assure continuity of care.
- 3.8 **Hold Harmless Clause:** A hold harmless clause is a provision, as set forth below in 3.8.1 and as required by Texas Insurance Code 843.361, in a provider agreement that obligates the provider to look only to LIBERTY and not its Members for payment for Covered Services (except as described in the evidence of coverage issued to the Member).

3.8.1 Dental Office hereby agrees that in no event, including but not limited to non-payment by LIBERTY/Payor or breach of this Agreement, shall Dental Office bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against subscriber, Member, or persons other than LIBERTY acting on their behalf for services provided pursuant to this Agreement. This provision shall not prohibit collection of supplemental charges or Cost Sharing made in accordance with the terms of the applicable agreement between LIBERTY or Payors and the Member. The Provider further agrees that: (1) this provision shall survive the termination of this Agreement regardless of the cause giving the rise to termination and shall be construed to be for the benefit of LIBERTY'S Member, and (2) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between provider and subscriber, Member, or persons acting on their behalf. Any modification, addition, or deletion to the provisions of this clause shall be effective on a date no earlier than fifteen (15) days after the commissioner has received the written notice of such proposed changes regarding retaliation as described in Texas Insurance Code 843.281.

3.8.2 The Agreement does not prohibit Dental Office from collecting Member Cost Sharing or fees for non-covered services as long as Member has been informed in advance that services are not covered and that Member is financially responsible for any non-covered services and as long as Dental Office agrees to charge no more for such non-covered service than the LIBERTY Fee Schedule Amounts.

3.9 **Insurance:** Dental Office shall secure and maintain such policies of general and professional liability insurance as shall be necessary to insure Dental Office (and Dental Office Agents), against any liability, claim 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 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 hygienist and all appropriate dental auxiliaries employed by or contracting with Dental Office shall maintain professional liability insurance of similar limits or be named insured on the professional liability insurance of Dental Office.

3.10 **Evidence of Insurance:** Dental Office shall deliver to LIBERTY satisfactory evidence of 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. The failure of Dental Office to secure and maintain such professional liability insurance shall constitute a breach of this Agreement.

3.11 **Indemnity:** LIBERTY/Payor shall not be liable for any act or omission by Dental Office or by any Dental Office Agents in connection with or arising out of the negligent performance or nonperformance of dental services by Dental Office/Dental Office Agents with regard to LIBERTY Members. For such act or omission by Dental Office, Dental Office 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 or judgments against any or all of the parties referenced herein.

3.12 **Non-Solicitation:** Dental Office agrees that during the term of this Agreement and for the one-year (1-year) period following termination of this Agreement, Dental Office shall not solicit or otherwise approach then current Members of LIBERTY to become Members in a prepaid dental plan, preferred provider organization or any other managed dental delivery system (other than LIBERTY) to which Dental Office is a provider or has an ownership interest, nor shall Dental Office in any fashion encourage any Member to terminate from LIBERTY. LIBERTY does not otherwise intend to limit Dental Office's communications with Members with respect to the Member's condition or treatment options, the terms of the applicable dental plan as relates to Member's dental needs, the termination of this Agreement to the extent it affects the Member or the coverage of dental services that are not available in LIBERTY'S network, subject to the terms set forth in Section 7.11 of this Agreement ("Communications").

3.13 **Compliance with Laws and Regulations:** Dental Office agrees to comply with all applicable federal and state laws, rules and regulations, as may be amended from time to time.

#### ARTICLE IV - QUALITY ASSURANCE

4.1 **Standards:** Dental Office agrees to perform services for Members with the same professional and ethical standards of care, skill, and diligence as generally promulgated by the American Dental Association and in accordance with the policies and procedures established by the Dental Director of LIBERTY from time to time.

4.2 **Quality Assurance:** LIBERTY, in consultation with its Dental Director, shall develop, implement and maintain a Quality Management and Improvement Program, policies and procedures and service standards. Dental Office shall be bound by and comply with such policies and procedures and service standards as set forth in the LIBERTY Provider Reference Guide.

4.2.1 Radiology Equipment: If the Dental Office utilizes radiology or radiographic equipment at his facility in rendering services pursuant to this Agreement, the Dental Office shall have such equipment regularly checked by local or state health authorities or a radiation physicist to insure that such equipment is environmentally safe and technologically accurate. Any hazards identified by such inspections or at any time shall be promptly corrected. The Dental Office shall maintain equipment maintenance and calibration records and all inspection certificates or reports which shall be available for review by LIBERTY upon request.

4.3 **Clinical Laboratory:** In the event Dental Office has a need to use the services of a clinical laboratory for services rendered to a LIBERTY Member, then Dental Office shall use a Medicare Certified Independent Laboratory or Medicare Certified Hospital Laboratory.

#### ARTICLE V - COMPENSATION

5.1 **Applicable Dental Plans:** This Agreement will provide for compensation to Dental Office based on Dental Office's agreement to provide services to LIBERTY Members. The compensation due Dental Office will be based on each Dental Plan under this Agreement.

5.2 **Fees for Services:** In exchange for the provision of Covered Services to Members, Dental Office shall be compensated in accordance with the applicable fees set forth in Exhibit A or as set forth in the applicable compensation addendum or fee schedule provided by LIBERTY or mutually agreed upon by the Parties. Dental Office acknowledges and agrees that all such fees will be based on the current, applicable Dental Plan(s). Dental Office agrees to accept such fees and any applicable Cost Sharing as payment in full for the rendered Covered Services.

5.3 **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 the Texas Insurance Code and rules promulgated by the Texas Board of Insurance. Dental Office agrees to reasonably cooperate with LIBERTY in connection with its efforts to coordinate benefits or with respect to any subrogation claim LIBERTY may pursue.

#### ARTICLE VI - TERM AND TERMINATION OF AGREEMENT

6.1 **Term:** This Agreement shall be effective as of the Effective Date specified by LIBERTY on the signature page of this Agreement and shall have an initial term of three (3) years. This Agreement shall continue in effect from year to year thereafter upon each and all of the terms and conditions herein contained, unless and until terminated as hereinafter provided.

6.2 **Termination:**

6.2.1 This Agreement may be terminated with or without cause by Dental Office by written notice sent by registered or certified mail, at least ninety (90) days in advance of the proposed termination date. Dental Office's name will be removed from all future printings of LIBERTY materials, subsequent to the effective date of such notice.

6.2.2 LIBERTY may terminate this Agreement, with or without cause, by written notice at least ninety (90) days in advance of the effective date of termination, except in the case of imminent harm to patient health, action against license to practice, or fraud, in which case termination may be immediate.

6.2.3 Dental Office shall have the right to terminate this Agreement immediately in the event LIBERTY ceases to hold a certificate of authority to operate as a single health care service plan under the Act and applicable Texas law.

6.2.4 This Agreement may be terminated at any time upon the mutual agreement of the parties hereto.

6.2.5 LIBERTY may deactivate Dental Office from further Member selection if LIBERTY determines that it needs to do so to investigate Dental Office compliance with the terms of this Agreement.

6.2.6 Prior to termination, LIBERTY will provide a written explanation to Dental Office of the reason(s), if any, for termination. Upon request and before the effective date of the termination (but not more than thirty (30) days following receipt of the notice of termination), Dental Office shall be entitled to a review of LIBERTY's proposed termination by the LIBERTY Peer Review Committee within a period not to exceed sixty (60) days, except in cases in which there is imminent harm to patient health, an action by a state dental licensing board or other governmental agency against the Dental Office's license to practice dentistry, or in cases of fraud. The Peer Review Committee shall include at least one representative in the Dental Office's same or similar specialty and be comprised of a provider who serves on the standing Quality Management and Improvement Committee. The decision of the Peer Review Committee, which must be rendered within sixty (60) days of Dental Office's request for review, will be made available to the Dental Office and will be considered but will not be binding on LIBERTY. Upon request, Dental Office shall be entitled to an expedited review process by LIBERTY. Except in cases of imminent harm to a Member, LIBERTY may not notify Members of the termination until the effective date of the termination or at such time that the Peer Review Committee makes a formal recommendation. Reasonable advance notice shall be given of the impending termination to Members who are at that time being treated by Dental Office.

### 6.3 **Effect of Termination:**

6.3.1 Notwithstanding any other provision in this contract, 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 herein.

6.3.2 In the event of the termination of this Agreement, Dental Office shall complete work started prior to the effective date of termination as follows:

6.3.2.1 If an impression has been taken, Dental Office will complete a partial or denture.

6.3.2.2 On every tooth upon which work has been started.

6.3.2.3 If a Member is undergoing Orthodontia treatment at the time of termination, Dental Office will complete this work at the agreed-upon discount in the schedule of benefits.

6.3.2.4 If, at the time the Dental Office receives notice of termination, the Dental Office is treating a Member with Special Circumstances, then for Continuity of Care, LIBERTY shall reimburse the Dental Office at no less than the contract rate for that Member's dental care in exchange for continued treatment by that Dental Office, unless the Dental Office has been terminated due to a lack of dental competence or professional behavior. LIBERTY shall reimburse a terminated Dental Office for ongoing treatment of Members with Special Circumstances for up to ninety (90) days after the effective date of termination, or for up to nine (9) months in the case of a Member who has been diagnosed with a terminal illness at the time of termination. The treating Dental Office is responsible for identifying a Member with Special Circumstances. The Dental Office must then request that the Member be permitted to continue treatment under the Dental Office's care and the Dental Office must agree not to seek payment from the Member of any amount for which the Member would not be responsible if the Dental Office continued to be included in LIBERTY's network. The Dental Office is responsible for submitting disputes regarding the necessity of continued treatment to the LIBERTY advisory review panel.

6.3.3 In the event of termination of this Agreement, Dental Office agrees to, at no cost to Member or LIBERTY, forward to the Member's newly-assigned Dental Office, at the request of the Member or newly-assigned Dental Office, copies of all patient records and copies of x-rays, within thirty (30) days after such request. Dental Office further agrees to return all LIBERTY materials to LIBERTY, including the Quality Assurance and Procedures Manual, upon LIBERTY's request.

6.3.4 LIBERTY/Payor will notify members regarding provider termination prior to the effective date. Dental Office agrees to charge the Member no more for his services than would have been payable by the Member had this Agreement not terminated.

## **ARTICLE VII - GENERAL PROVISIONS**

7.1 **Waiver:** The waiver by either Party to this Agreement of any breach of any provision hereof on the part of the other shall not be construed to operate as a waiver of any other or subsequent breach of the same or any other term, condition or covenant contained in this Agreement.

7.2 **Entire Agreement:** This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter hereof. All amendments or modifications hereto shall be mutually agreed to in writing by LIBERTY and Dental Office, except as specified in Sections 7.13-7.14.

- 7.3 **Invalidity:** The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.
- 7.4 **Assignment:** This Agreement shall not be assigned in whole or in part without the written consent of LIBERTY.
- 7.5 **Terms:** For simplicity of expression, pronouns and other terms are sometimes expressed in one number and gender, but where appropriate to the context these terms shall be deemed to include each of the other numbers and genders.
- 7.6 **Governing Law and Venue:** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and shall have as its exclusive venue the State of Texas, County of Travis and City of Austin for legal proceedings of any kind that may arise by reason of this Agreement.
- 7.7 **Financial Records:** Dental Office and LIBERTY shall cooperate in keeping financial and statistical records which may be necessary for the proper administration of LIBERTY or as required by state or federal laws and regulations. Such records shall be retained for a period of five (5) years. Such obligations shall not terminate upon termination of this Agreement whether by rescission or otherwise.
- 7.8 **Surcharges:** Dental Office is not permitted to surcharge any Member for covered services and shall, whenever a surcharge has erroneously occurred, upon notice by that Member or LIBERTY, refund such charge within five (5) days.
- 7.9 **Patient Records:** Dental Office shall maintain up-to-date records in accordance with accepted professional standards, sound dental accounting procedures and sound internal practices. Said records shall reflect the date each Member was seen, the procedures followed and the name, address and specialty of each specialist or other Dental Office to whom Member was referred. Such records shall be made available for inspection by LIBERTY during regular business hours and other reasonable times. LIBERTY shall from time to time provide forms for keeping certain records, which shall be submitted to LIBERTY as requested by LIBERTY.
- 7.10 **Retaliation:** LIBERTY shall not retaliate against the Dental Office because the Dental Office has reasonably filed a complaint, on a Member's behalf, against LIBERTY. Retaliation includes cancellation of or refusal to renew a contract. LIBERTY may not engage in retaliatory action, including refusal to renew or cancellation of coverage, against a group contract holder or Member because the group or Member or a person acting on behalf of the group or Member has filed a complaint against LIBERTY or appealed a decision of LIBERTY. LIBERTY may not engage in retaliatory action, including refusal to renew or termination of a contract, against a provider because the provider or complaint against LIBERTY or appealed decision of LIBERTY.
- 7.11 **Communications:** Any written mass communication relating to LIBERTY or its Dental Plan(s) (whether or not LIBERTY is specifically named) directed to Members by Dental Office must be reviewed and approved by LIBERTY prior to mailing. If Dental Office fails to submit such communication to LIBERTY for prior approval, LIBERTY may terminate this Agreement immediately.
- 7.12 **Provider Communications:** 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 (1) information or opinions regarding Member's dental care, including the Member's medical or dental condition or treatment options, (2) information regarding the provisions, terms, requirements, or services of the dental plan as they relate to the dental needs of the Member, (3) the fact that Dental Office's contract with LIBERTY has terminated or that Dental Office will no longer be providing dental services under LIBERTY's dental plans, or (4) the fact that, if medically necessary covered services are not available through network Dental Offices, LIBERTY must, upon request of a network Dental Office and, within time appropriate to the circumstances relating to the delivery of the services and condition of the patient, but in no event to exceed five (5) business days after the receipt of reasonable requested documentation, allow referral to a non-network Dental Office.
- 7.13 **Additional Plans:** LIBERTY may, from time to time, amend, delete or add to its various Dental Plans. In such an event, LIBERTY shall send Dental Office these changes to reflect those amendments, deletions or additions at the address in Section 9.1.B If Dental Office does not accept such changes, Dental Office shall notify LIBERTY in writing by registered or certified mail at the address in Section 9.1.A within 10 days of receipt of such notification from LIBERTY and in such event, those Exhibits shall not become part of this Agreement. If Dental Office does not accept such changes then LIBERTY has the right to terminate this Agreement, subject to ninety (90) days prior notice. If Dental Office does not so notify LIBERTY, then those changes shall become part of this Agreement.
- 7.14 **Provider Reference Guide:** The LIBERTY Provider Reference Guide and any updates to the Guide will be provided to the dental office by paper, CD-ROM, or Web Site.

#### **ARTICLE VIII - MEDIATION and BINDING ARBITRATION**

- 8.1 **Dispute Resolution Process:** It is the agreement of the Parties to encourage the amicable resolution of any disputes arising under this Agreement including the use of voluntary settlement procedures.

- 8.2 **Mediation:** In the event of any dispute, claim or controversy between the parties arising out of or relating to this Agreement, or any of the documents executed pursuant to this Agreement, whether in contract, tort or otherwise, and whether relating to the meaning, interpretation, effect, validity, performance or enforcement of this Agreement, the parties agree to submit such controversy to mediation before a mediator duly qualified in accordance with the applicable Texas Statutes then in effect; provided, however, that this agreement to mediate shall not preclude the parties from pursuing equitable relief in a court of competent jurisdiction in Travis County, Texas. In the event the parties cannot agree on a mediator, each Party shall submit the name of two mediators, so qualified, and the four names shall be submitted to a sitting State District Court Judge in Travis County, Texas. Said judge may select from the list of four submitted names or may select a mediator not listed. Following selection of the mediator, the controversy shall be mediated by the parties within thirty (30) days.
- 8.3 Any dispute that cannot be resolved by Mediation will be submitted to binding arbitration under the commercial rules of the AMERICAN ARBITRATION ASSOCIATION and the determination of the Arbitration may be entered in any court of competent jurisdiction.

**ARTICLE IX - NOTICES**

- 9.1 All notices required to be given hereunder shall be in writing, and all such notices and documents to be delivered hereunder shall be either delivered in person to any signatory hereof or mailed by certified mail, return receipt requested. Until notice of a change of address is given, all such notices and documents shall be given or addressed:
- A. To LIBERTY, addressed as follows:  
LIBERTY Dental, P.A.  
340 Commerce, Suite 100  
Irvine CA 92602
- B. To Dental Office, it shall be addressed as indicated on signature page.

THIS AGREEMENT is executed in several counterparts. Each is hereby declared to be an original; however, all shall constitute but one and the same Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the Effective Date:.

**(“DENTAL OFFICE”):**

**LIBERTY DENTAL, P.A. (“LIBERTY”):**

\_\_\_\_\_  
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)  
*(if applicable)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
**Effective Date**