

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

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

## I. Purpose

Ameritas and Dentist enter into this PPO Agreement to establish a Participating Provider Organization ("PPO") of Dentists in order to provide professional dental services through individual and group contracts ("Dental Plans") with employee groups, unions, corporations, insurance companies and other payors ("Payors") and to make such dental services available to eligible employees or members of such groups and their covered dependents ("Covered Persons").

## II. Definitions

- (A) **"Ameritas PPO"** means the organization of dentists who have entered into written agreements with Ameritas to provide services to dental plans and comply with reimbursement, service, and certain terms and conditions established by Ameritas.
- (B) **"Dental Plans"** means a dental program organized by a Payor which uses the Ameritas PPO network of Dentists who have agreed to provide Covered Services for which benefits or services are provided with an insurance policy or self-funded benefit plan.
- (C) **"Payor"** means an employer, union, association, insurance company or other entity, which has an agreement with Ameritas and is obligated to make payments for Covered Services on behalf of the Covered Person in accordance with an insured dental policy or self-funded dental benefit plan.
- (D) **"Covered Services"** means all necessary dental services which are provided by Dentist to a Covered Person for which a dental benefit is provided under an applicable Dental Plan, subject to the exclusions and limitations of the plan.
- (E) **"Covered Persons"** means those individuals who are insured under a Dental Plan at the time Dentist's service or supply is furnished.
- (F) **"Dental Necessity"** refers to dental procedures deemed appropriate by a licensed dentist to correct a specific condition or need.
- (G) **"General Dentist"** means a dentist that does not limit his/her practice to a particular specialty.
- (H) **"Specialist"** means a dentist that specializes in one or more specific branches of dentistry.
- (I) **"Maximum Fee Allowance"** means a claim allowance option that each Dentist on the participating network has agreed to accept as payment in full when performing Covered Services for Covered Persons.
- (J) **"Co-Payment"** means the dollar amount that Covered Person is required to by the terms of his or her Dental Plan to pay Dentist at the time of service.
- (K) **"Co-Insurance"** means the arrangement as described in the applicable Dental Plan that apportions expenses for services provided to the Covered Persons between Covered Persons and the Payor.
- (L) **"Deductible"** means a specified amount of eligible expenses that must be incurred and paid by the Covered Person prior to the release of benefits by the Payor.
- (M) **"Explanation of Payment"** means a statement received by the Covered Person and the Dentist identifying the services performed and Dental Plan benefits.

## III. Accreditation/Licensure/Certification

Dentist acknowledges and agrees to be duly licensed and credentialed and shall comply with all applicable federal, state, and municipal laws, statutes, ordinances, orders and regulations. Dentist shall maintain, for the duration of the Agreement, accreditation and/or licensure in accordance with all applicable state and federal laws. Dentist agrees to maintain licensure, accreditation, and credentials sufficient to meet Ameritas' credential verification program requirements as defined within the PPO Program booklets AM 706 and AM 717 and shall notify Ameritas of any changes in licensure or accreditation status. Dentist further acknowledges and agrees to ensure appropriate licensure, registration and/or certification of its employees required to be so licensed and/or certified, in accordance with all applicable state and federal laws, and Ameritas' policies and procedures.

## IV. Services

### (A) Patient Care/Availability

Dentist shall offer his/her services to all Covered Persons who request services and agrees to provide such services in the same manner in which Dentist provides services to his/her other patients and shall not discriminate on the basis of age, sex, ethnicity, race, color, national origin, creed, ancestry, marital status, religion, sexual preference, health status, disability, health insurance coverage or source of payment. Dentist shall not be prohibited from communicating openly with a Covered Person about all appropriate treatment options. Dentist agrees to render dental services to Covered Persons, and to provide such services in the same manner in which Dentist provides services to his/her other patients.

Dentist shall remain solely responsible for the quality of dental services provided and appropriate care to the Covered Person. Dentist understands and agrees that no financial incentive program exists that compensates Dentist for ordering or providing less than medically necessary and appropriate care to his/her patients. Ameritas shall provide Dentist with information about Ameritas' preferred provider Dental Plan designs. Such information shall include the incentives that are designed to encourage Covered Persons to utilize the Ameritas PPO.

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

Before rendering services, Dentist shall identify Covered Persons by presentation of a member identification card issued by Ameritas. Once identified, Dentist may verify eligibility and benefit coverage based on Ameritas' current information by calling the toll free number shown on the ID card presented by the Covered Person. When appropriate, Dentist will refer Covered Persons to other Dentists who have entered into the Ameritas PPO program.

## **(B) Submission of Claims**

Dentist must submit claims to Ameritas within one hundred eighty (180) days after the date the Covered Services were rendered to the Covered Person. Dentist's failure to submit a claim within the aforementioned time required does not, however, invalidate or reduce any claim if it was not reasonably possible for the Dentist to file the claim within that time, provided that the claim is submitted as soon as reasonably possible and in no event, except in the absence of legal capacity of the Covered Person, later than one (1) year from the time submittal of the claim is otherwise required.

## **(C) Claims Processing & Coverage Information**

Within thirty (30) calendar days after receipt of a claim, Ameritas will send by electronic or paper mail to the Dentist and to the Covered Person on whose behalf the claim was submitted one or more of the following, as appropriate:

- a. For approved claims, payment will be made to the Dentist and notice of such payment will be made to the Covered Person.
- b. Notice of denial of the claim.
- c. Notice that the proof of loss is inadequate or incomplete.
- d. Notice that the claim is not submitted on the form required by the Dental Plan or by the terms of this Agreement or by applicable law.
- e. Notice that coordination of benefits information is needed in order to pay the claim.
- f. Notice that the claim is pending based on nonpayment of fees or premiums.

Ameritas will make available to Dentist a toll-free telephone number in which Dentist may utilize to obtain information concerning eligibility, plan benefits, a description of the records or information relied upon to calculate any such payments and adjustments. A description of how the provider can access a summary of such calculations and adjustments will be provided by form of an Explanation of Payment, which is delivered to the office upon final conclusion of the claims processing.

## **(D) List of Names**

Ameritas shall periodically make available to Covered Persons a listing of names, addresses, and specialties of all Dentists who are currently participating in the Ameritas PPO program.

## **(E) Independent Contractors**

Ameritas and Dentist shall remain independent entities, solely responsible for its employees and agents. Neither Dentist or Ameritas shall have any expressed or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party. Dentist acknowledges that he/she has agreed to participate in Ameritas' program requirements, such as, credentialing/re-credentialing verification, utilization management, and quality assurance programs, however, Dentist also acknowledges that participation in these programs shall not override the professional or ethical responsibility of the Dentist or interfere with the Dentist's ability to provide information or assistance to their patients.

## **(F) Network Leasing & Third Party Access**

Ameritas reserves the right to provide access to its network of Ameritas PPO providers to any employer, union, association, or other similar group for which Ameritas provides administrative services, including paying claims.

In addition, Ameritas leases to and/or shares its network with certain third parties specified in the attached Third Party Access Addendum (the "Third Parties"). At the time of contracting, and anytime upon written notice thereafter, Dentist may opt-out of Third Party access in accordance with the Third Party Access Addendum.

For Dentists who do not opt out of Third Party access, The Third Party Access Addendum may be amended by Ameritas, provided that written notice is given to Dentist thirty (30) days prior to the effective date of such amendment. Dentist agrees to abide by the terms of this Agreement and shall make no distinction when treating persons covered through a third party access arrangement under this Agreement.

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

## **V. Payment**

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

Dentist shall bill for services rendered to Covered Persons at his or her customary intervals using the then-current ADA Code on Dental Procedures and Nomenclature to identify services and supplies rendered. Dentist agrees to promptly provide any information requested by Ameritas or the appropriate payor to assist with the determination of claims liability pursuant to the applicable Dental plan.

#### **1. Covered Services**

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

#### **2. Covered Services Not Subject to Reimbursement by Ameritas**

Dentist agrees that for Covered Services rendered to Covered Persons that are not subject to reimbursement by Ameritas due to the application of contractual limitations, Dentist will accept from the Covered Person the amount listed on the then-current Exhibit 1 or Exhibit 1-S as payment in full. Dentist agrees to indicate his/her usual and customary fee on the claim form.

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

#### **3. Non-Covered Services**

- a. For insured plans, Dentist may charge Covered Persons using Dentist's usual and customary fees for those procedures performed for Covered Persons that are not covered under the applicable PPO Plan.
- b. In the case of self-funded dental benefit plans established or maintained by an employer or by an employee organization, or by both, with the exception of self funded Multiple Employer Welfare Arrangements, with the exception of self funded Multiple Employer Welfare Arrangements, Dentist acknowledges he/she is willing to charge Covered Persons for non-Covered Services using the then-current Exhibit 1 or Exhibit 1-S and, moreover, agrees to accept such amounts as payment in full for the non-Covered Service. If a particular non-Covered Service is not listed on one of these Exhibits, Dentist agrees to limit his or her charges for such service to eighty percent (80%) of Dentist's usual and customary fee for such service. Dentist agrees to indicate his/her usual and customary fee on the claim form.

For Orthodontic procedures that are non-Covered Services, the Orthodontist or General Dentist, as the case may be, agrees to limit the charges to eighty percent (80%) of the usual and customary fee for such service.

**(B) Billing Restrictions**

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

**(C) Alternate Benefits**

All Dental Plans offered by Ameritas include provisions for alternate benefits. These provisions provide that if two or more procedures are adequate and appropriate treatment to correct a certain condition, Ameritas' payment will be based on the charge for the least expensive procedure. A description of these alternate benefit provisions is contained in the certificate of dental coverage provided by Ameritas to the Covered Persons. The Covered Person and Dentist may mutually agree to the more expensive procedure prior to treatment. Prior to treatment, the Dentist agrees to disclose the amount of the additional expense to the Covered Person which will be equal to the difference in amounts described in Section V. (A) between the procedure that is to be rendered and the charge for the least expensive procedure as approved by Ameritas. Following treatment, the Dentist may collect the additional amount as previously disclosed.

**(D) Pre-statement of Benefits**

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

## VI. Program Requirements

**(A) Credentialing/Re-Credentialing**

Dentist agrees to participate in, cooperate with Ameritas' credentialing and re-credentialing program as defined within the PPO Program booklets AM 706 and AM 717. Dentist acknowledges that Dentist's participation pursuant to this Agreement may be terminated or suspended as a result of the information obtained by Ameritas through this process. Provider represents and warrants that the information provided in accordance with the credentialing program, including but not limited to the information provided in Dentist's application, continues to be true and complete. Dentist agrees to notify Ameritas immediately of changes in that information. A description of the credentialing/re credentialing program is provided to Dentist. Notwithstanding the foregoing, in no event shall Ameritas' credentialing/re-credentialing program or Dentist's obligations to comply therewith override the professional or ethical responsibility of Dentist or otherwise interfere with Dentist's ability to provide information or assistance to his or her patients.

**(B) Insurance**

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

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

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

**(C) Quality Assurance Program**

Dentist shall participate in, cooperate with and abide by the conclusions and decisions resulting from the quality assurance program provided by Ameritas. Failure of the Dentist to abide by the conclusions and decisions resulting from the quality assurance program shall be a material breach of this Agreement and shall subject the Agreement to immediate termination. Ameritas shall provide timely notification to Dentist of changes in requirements. Ameritas will notify Dentist in writing, in advance, if the responsibility for performing any such review is delegated or transferred to another party. A description of the quality assurance program is provided to Dentist. Notwithstanding the foregoing, in no event shall Ameritas' quality assurance program or Dentist's obligations to comply therewith override the professional or ethical responsibility of Dentist or otherwise interfere with Dentist's ability to provide information or assistance to his or her patients.

**(D) Utilization Management**

A utilization management program shall be established to review the necessity of Covered Services furnished by Dentist to Covered Persons. Such program will be established by Ameritas, in its sole and absolute discretion. Dentist shall comply with and, subject to Dentist's rights of appeal, shall be bound by such utilization review program. Failure to comply with the requirements of this Section VI. (D) may be deemed by Ameritas to be a material breach of this Agreement and may, at Ameritas' option, be grounds for immediate termination of this Agreement by Ameritas. Dentist agrees that decisions of Ameritas' designated Quality Assurance Committee may be used to deny Dentist payment hereunder for those Covered Services provided to a Covered Person which are determined to lack Dental Necessity, or is inappropriate or of poor dental quality. Dentist agrees that should Ameritas deny payment for a reason provided in the previous sentence, Dentist shall not bill, charge, seek remuneration or reimbursement from, or have any recourse against a Covered Person or persons acting on a Covered Person's behalf for the Covered Services for which Ameritas denied payment. A copy of Ameritas' Utilization Management Program is provided to Dentist. Notwithstanding the foregoing, in no event shall Ameritas' utilization management program or Dentist's obligations to comply therewith override the professional or ethical responsibility of Dentist or otherwise interfere with Dentist's ability to provide information or assistance to his or her patients.

**(E) Coverage Descriptions and Administrative Procedures**

Ameritas agrees to provide Dentist information regarding specific coverage descriptions, including benefit exclusions and administrative procedures governing Dental Plan administration.

**(F) Onsite Office Visits, Books and Records, Confidentiality**

Dentist agrees Ameritas, or its authorized representatives shall have the right to conduct onsite office visits or reviews of Dentist's office in order to determine compliance with Ameritas' standards and requirements. Ameritas may conduct such visits or reviews in order to determine whether Ameritas will enter into this Agreement with Dentist and periodically thereafter. Ameritas and Dentist agree that all Covered

Person's dental records and personal information shall be treated as confidential so as to comply with all state and federal laws regarding the confidentiality of patient records. Dentist shall maintain information in a current, detailed, organized and comprehensive manner and in accordance with applicable state and federal laws, and with industry and Dental Plan accreditation standards. Dentist shall make these records available (including permitting the copying of these records), to: (a) Ameritas for the purpose of assessing quality of care, conducting dental evaluations and audits and determining, on a retrospective basis, the Dental Necessity and appropriateness of care provided to Covered Persons; and (b) applicable state and federal authorities and their agents, which includes, but is not limited to, the North Carolina Department of Insurance, involved in assessing the quality of care, investigating Covered Person's grievances or complaints, and/or in conjunction with an examination of Ameritas by a governing agency.

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

Ameritas, the Dentist and/or their independent auditors will not release any information specifically related to a patient's medical condition without prior written authorization by the patient to the extent required by state and federal law.

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

#### **(G) Disciplinary Actions**

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

#### **(H) Additional Offices**

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

#### **(I) Program Modifications**

Ameritas shall notify Dentist in writing of modifications in Covered Services, including benefit exclusions, or modifications in administrative procedures, documents or requirements, including those associated with utilization management, quality assurance, or credentialing programs that have a substantial impact on the rights or responsibilities of Dentist and the effective date of such modification. The notice shall be provided thirty (30) days prior to the effective date of such modification in order to allow time for the Dentist to comply with these changes, unless such other date for notice is mutually agreed upon between Ameritas and Dentist.

### **VII. Terminations**

#### **(A) Termination Without Cause**

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

#### **(B) Termination With Cause**

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

#### **(C) Automatic Termination**

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

- (i) insolvency of Ameritas;
- (ii) risk of imminent harm to the health of a Covered Person;
- (iii) Dentist is convicted of a felony or any crime of moral turpitude;
- (iv) Dentist's license, certification or registration required by law to perform dental services has been suspended, limited or revoked;
- (v) the loss by Dentist of the malpractice insurance or failure to meet the insurance requirements.

#### **(D) Continuation of Care**

1. In the case of termination of this Agreement, or in the case of insolvency of Ameritas, Dentist shall continue to be obligated to complete any service in progress on the Covered Person in accordance with the terms of this Agreement or the termination of the Covered Person's dental coverage through a Dental Plan, whichever is later.
2. Dentist shall continue to provide services to any Covered Person receiving active treatment from Dentist on the date of Ameritas' insolvency or its cessation of operations until the course of treatment is completed or the orderly transition of such Covered Person's care to another provider. If this Agreement is terminated, or in the case of insolvency of Ameritas, Dentist shall cooperate in the transition of administrative duties and records to the succeeding company or provider, as the case may be. This section shall be construed to be for the benefit of the Covered Person. For purposes of this Section (D) only, the term 'services' shall mean Covered Services, non-Covered Services and Services not subject to reimbursement by Ameritas.

#### **(E) Notice to Covered Persons**

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

### **VIII. General Provisions**

#### **(A) Entire Agreement**

This Agreement including Exhibit 1 and/or Exhibit 1-S, as applicable, represents the entire Agreement between the parties. Any prior Agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

**(B) Coordination of Benefits**

Dentist agrees to abide by the coordination of benefits guidelines issued by the National Association of Insurance Commissioners or adapted state legislation. Dentist agrees to assist Covered Persons with the processing of forms by providing all billing information required to pursue claims for coordination of benefits with other Health Care Plans or any other permitted methods of third party recovery.

**(C) Controversy**

In the event of controversy over matters arising from plan agreements between the Payor, or personal representatives of the Payor, as the case may be, and the Dentist or Ameritas or as individuals or otherwise, Ameritas shall provide a dispute resolution mechanism whereby the aggrieved party shall raise issues regarding the obligations of either party under this Agreement. The involved parties agree to utilize this dispute resolution procedure prior to submitting a complaint to any regulatory agency or instituting any legal action.

**(D) Service Area**

Ameritas is licensed and approved to operate as a Dental Plan within the state of North Carolina. Ameritas will promptly notify the Dentist of any subsequent changes in the service area.

**(E) Grievance Procedure**

Dentist shall cooperate with Covered Persons and Ameritas in resolving any Covered Persons' grievances. Dentist shall provide Ameritas and the Department of Health, if requested, with access to Covered Persons patient records for the purposes of quality oversight and grievance resolution. Dentist and Ameritas agree to adjust any such payments and adjustments which have been calculated by relying on any such incorrect or incomplete records or information so disputed; provided, however, that nothing herein shall be deemed to authorize or require the disclosure of personally identifiable patient information or information related to other individual health care providers or the plan's proprietary data collection systems, software or quality assurance or utilization review methodologies.

**(F) Term**

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

**(G) Indemnification**

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

**(H) Assignment**

Ameritas agrees that written notification will be sent to Dentist before any duties and obligations under the contract are to be delegated or transferred. Dentist agrees that the duties and obligations under the contract shall not be assigned, delegated, or transferred without the prior written consent of Ameritas.

**(I) Waiver**

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

**(J) Notice**

Any notice required to be given under this Agreement shall be in writing and forwarded to the other party at their respective places of business. Ameritas may modify the program requirements of this Agreement by giving Dentist thirty (30) days advance written notice of such changes.

**(K) Names**

Dentist and Ameritas agree that Ameritas will include Dentist's name, address, telephone number and descriptions of care and specialty services in the Ameritas PPO Provider directory(ies) distributed to Covered Persons.

Ameritas shall not use Dentist's name, symbols, trademarks or service marks in advertising, promotional materials, publications or otherwise without prior written consent of Dentist. In the event Dentist's participation in the Ameritas PPO program terminates or is scheduled to terminate, Ameritas may also use Dentist's name, symbols, trademarks and service marks without prior consent of Dentist in communications advising brokers, Covered Persons and other necessary parties that Dentist's participation in the Ameritas PPO program has or will terminate. Dentist shall not use Ameritas' names, symbols, trademarks or service marks in advertising, promotional materials, publications or otherwise without prior written consent of Ameritas

**(L) Governing Law**

This PPO Agreement is governed by the laws of the State of North Carolina.

**(M) Holding Covered Persons Harmless**

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

**(N) Dispute Resolution**

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

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

**(0) Effect of Agreement**

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

**Execution of Agreement**

<b>Dentist</b>	<b>Ameritas Life Insurance Corp.</b>
_____	5900 O Street
Business Name	Lincoln, NE 68510-2252
_____	_____
Owner Signature	Signature
_____	_____
Print Name	Title
_____	_____
Title	Execution Date
_____	_____
Tax ID No. / Social Security No.	
_____	
Address	
_____	
City / State / ZIP	
_____	
Date	
_____	

# Third Party Access Addendum

Ameritas leases its dental network to the following Third Parties. To opt out of Third Party Access, please mark your opt-out selections below.

**PLEASE REVIEW YOUR SELECTIONS CAREFULLY. SOME OPTIONS INCLUDE MULTIPLE PARTIES.**

By marking this box, you are opting out of Third Party access with **ALL** five of the Third Parties listed below:

1. Standard Insurance Company
2. The Standard Life Insurance Company of New York
3. Reliance Matrix Life Insurance Company
4. First Reliance Standard Life Insurance Company
5. Physicians Mutual Insurance Company

By marking this box, you are opting out of Third Party access with the Third Party listed below:  
Principal Life Insurance Company

By marking this box, you are opting out of Third Party access with the Third Party listed below:  
Aetna Life Insurance Company

By marking this box, you are opting out of Third Party access with the Third Party listed below:  
Guardian Life Insurance Company of America

By marking this box, you are opting out of Third Party access with the Third Party listed below:  
United Concordia

By marking this box, you are opting out of Third Party access with the Third Party listed below:  
Metropolitan Life Insurance Company

**Signature is required for opt out (If you are not opting out of Third Party access, you do not need to sign or submit this form):**

\_\_\_\_\_  
Denist Name

\_\_\_\_\_  
TIN

**X**

\_\_\_\_\_  
Dentist Signature

\_\_\_\_\_  
Date

If you wish to opt out in the future, you can do so by mailing, faxing or emailing this form to the contact information provided below.

Ameritas Provider Relations  
PO Box 82611  
Lincoln, NE 68501

Fax: 402-467-7339

Email: [providerrelations@ameritas.com](mailto:providerrelations@ameritas.com)

# RE: Important Information Regarding Your PPO Dentist Participation Agreement with Ameritas Life Insurance Corp. (“Ameritas”) Regarding Discounts on Non-Covered Services

Dear Dr. \_\_\_\_\_,

Ameritas recognizes that state legislation prohibits insurers from requiring providers to give discounts on procedures which are not covered under an insured PPO plan in order to be eligible to contract as an Ameritas dental Network Provider. However, the legislation does not prohibit a dentist from voluntarily providing such discounts on non-covered services.

Therefore, we would like to extend you this offer to provide our members with discounts on services which are not covered under a PPO Plan. Please note that this offer is completely voluntary. You are not required to provide a discount to Covered Persons for services not covered in order to remain contracted with Ameritas as a network provider. Please note also that this new law does not impact the amounts that you, as a network provider, may collect from members for those covered procedures that are subject to a plan or contractual limitation such as deductibles, alternate benefits, annual maximums, frequency limitations or the like. The charges for these procedures whether or not actually reimbursed by Payors are considered covered by applicable PPO Plans and shall continue to be limited by the fee schedule you agreed upon with Ameritas. In any event, we do request that you continue to submit your usual charges on a claim in order for us to properly evaluate any available benefits.

If you do not wish to provide a discount on non-Covered Services, no action on your part is necessary.

However, if you do wish to provide a discount on non-Covered Services, please complete, sign and return this form to us. By doing so you will agree to the following:

The below signed-dentist agrees to provide discounts on non-Covered Services for in accordance with Section V. (A) 2. of the PPO Dentist Participation Agreement. Dentist understands that this election is completely voluntary and that he/she may at any time rescind his or her agreement to offer discounts on non-Covered Services by providing Ameritas written notice of such rescission in accordance with the notice section contained in the Agreement. Any rescission by Dentist shall not impact the PPO Dentist Participation Agreement.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_

You may return this form to us by fax at 402-467-7339, email to [providerrelations@ameritas.com](mailto:providerrelations@ameritas.com), or mail it to us in the enclosed postage paid envelope.

If you have any questions about the above information, please do not hesitate to contact the Provider Relations Department at 800-755-8844.

Sincerely,  
Provider Relations