



## **PARTICIPATING PROVIDER AGREEMENT**

This Participating Provider Agreement ("Agreement") is made and entered into as of the Effective Date set forth on the signature page, by and between MeritDent, LLC, a Nevada limited liability company ("MeritDent"), and the person or entity whose name is listed under the heading "Provider" on the signature page ("Provider").

### **WITNESSETH:**

**WHEREAS**, Provider is either (i) an individual health care provider duly licensed, certified, accredited or otherwise duly authorized to practice in the states of practice; or (ii) a partnership, professional service corporation limited liability company or other entity duly organized and existing under and pursuant to the laws of the states of practice, the partners, shareholders, members and professional provider employees of which (together, the "Provider") are all duly authorized to practice in the states of practice; and

**WHEREAS**, MeritDent desires to obtain a network of health care providers for purchasers of such services; and

**WHEREAS**, MeritDent desires to engage Provider to furnish such services and Provider desires to furnish such services.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Preamble and Recitals.** The preamble and recitals hereinabove set forth are hereby incorporated into and made a part of this Agreement.

2. **Definitions.**

2.1 **Plans.** "Plans" means individual and group health benefit contracts/ workers' compensation programs, policies of health insurance/ health maintenance organization programs, policies of automobile insurance, government programs/ other plans of a Payor or programs paid for by Eligible Persons which shall be subject to this Agreement.

2.2 Eligible Persons. "Eligible Persons" means the persons entitled to receive the Covered Services pursuant to a Plan.

2.3 Covered Services. "Covered Services" means the health care services provided pursuant to a Plan.

2.4 Participating Provider. "Participating Provider" means those health care providers, including, without limitation, physicians, facilities, ancillary health care facilities and ancillary health care providers, who: (i) have directly, or indirectly through MeritDent agreements with other networks ("Leased Networks"), entered into an agreement with MeritDent to perform the Covered Services; and (ii) are designated by MeritDent to participate in the MeritDent Network for an individual product and/or Payor.

2.5 Payor. "Payor" means the party responsible for the actual payment for Covered Services rendered to Eligible Persons who (i) has entered into a Payor Agreement with MeritDent; or (ii) has entered into an agreement with an entity having the contractual right to grant such Payor the right to apply the Fee Schedule to claims of Eligible Persons ("Client").

2.6 Payor Agreement. "Payor Agreement" means an agreement with a Payor directly, or indirectly with a Client or other entity, pursuant to which Provider and other Participating Providers shall provide the Covered Services for Eligible Persons.

2.7 Standard Terms. "Standard Terms" means the terms set forth in EXHIBIT 2.7.

2.8 Fee Schedule.

2.8.1 "Fee Schedule" means a schedule of reimbursement amounts pursuant to which a Payor shall pay Participating Providers to provide Covered Services.

2.8.2 A description of the Fee Schedule is set forth in EXHIBIT 2.8.

2.9 Provider Manual. The "Provider Manual" means the manual of rules, regulations, policies and procedures of MeritDent as provided to Provider which may include a description of the products of MeritDent. If the Provider Manual is silent with respect to any references in this Agreement, Provider shall contact MeritDent at the phone number or e-mail address provided in the Provider Manual.

2.10 Utilization Management Program. "Utilization Management Program" means either the utilization management program established, administered or subcontracted by MeritDent or the utilization management programs required by a Payor in a Payor Agreement or required by an entity pursuant to an Agreement with MeritDent

2.11 Credentialing Criteria. "Credentialing Criteria" means the criteria established by MeritDent for the credentialing and recredentialing of Participating Providers which may be amended from time to time by MeritDent in its sole discretion.

## 2.12 Medically Necessary.

2.12.1 If Covered Services are required to be "Medically Necessary" or are subject to a determination of "Medical Necessity," such terms shall have the meaning set forth in the Plan, the Utilization Management Program or as defined by applicable law.

2.12.2 If the Plan, the Utilization Management Program or the applicable law does not define "Medically Necessary" or "Medical Necessity," such term shall mean services or supplies which, under the provisions of this Agreement, are determined to be: (i) appropriate and necessary for the symptoms, diagnosis or treatment of the injury or disease; (ii) provided for the diagnosis or direct care and treatment of the injury or disease; (iii) preventative services as provided in a Plan; (iv) within standards of good medical practice within the organized medical community (v) not primarily for the convenience of the Eligible Person or of any provider providing Covered Services to the Eligible Person; (vi) an appropriate supply or level of service needed to provide safe and adequate care; (vii) within the scope of the medical specialty education and training of a provider; and (viii) provided in a setting consistent with the required level of care.

2.12.3 Medically Necessary services may not be Covered Services under a Plan.

2.13 Review Procedure. "Review Procedure" means the procedure whereby a provider or Participating Provider may request a reconsideration of various actions of MeritDent. MeritDent may modify the Review Procedure in its sole discretion. The Review Procedure is set forth in the Provider Manual.

## 3. Standard Terms and Fee Schedules.

### 3.1 Standard Terms and Fee Schedule.

3.1.1 Provider hereby accepts and is bound by the Standard Terms and the Fee Schedule.

3.1.2 Provider shall provide Covered Services to Eligible Persons of each Payor executing a Payor Agreement with MeritDent or revising an existing Payor Agreement if the terms and fee schedules are substantially similar to the Standard Terms and the Fee Schedule.

### 3.2 Modification of Standard Terms and Fee Schedule.

3.2.1 During the term of this Agreement, MeritDent may (i) modify or create new Standard Terms or a new Fee Schedule; or (ii) create separate Standard Terms and Fee Schedules for various MeritDent products or Payors.

3.2.2 MeritDent shall submit the modified, created or negotiated Standard Terms and/or Fee Schedules (together, "Modifications") to Provider. Provider may reject the

Modifications by serving written notice of such rejection upon MeritDent within thirty (30) days after receipt of the Modifications by Provider. Failure to provide notice of rejection within such thirty (30) day period shall constitute acceptance by Provider.

3.2.3 If Provider accepts the Modifications, such Modifications shall either replace the existing Standard Terms and/or Fee Schedule or become additional Standard Terms or Fee Schedules for a MeritDent product or for an individual Payor, as applicable.

3.2.4 If Provider rejects the Modifications for a MeritDent product or Modifications which have been negotiated with an individual Payor, Provider shall not be required to provide Covered Services to Eligible Persons in such MeritDent product or for such Payor, as applicable.

3.2.5 If Provider rejects the Modifications, MeritDent shall have the option to terminate this Agreement in accordance with Section 7.2.3.

4. Obligations of MeritDent.

4.1 Administration. MeritDent shall administer and, in its sole discretion, determine the composition of the network of Participating Providers of MeritDent.

4.2 Marketing and Promotion.

4.2.1 MeritDent shall, within its discretion, market, advertise and actively promote MeritDent.

4.2.2 MeritDent shall solicit Payor Agreements from Payors requiring Payors and Plans of Payors to comply with the applicable terms of this Agreement. Plans of Payors may include financial incentives or other direction programs to encourage Eligible Persons to use Participating Providers.

4.3 Assistance. To permit MeritDent to perform its obligations pursuant to this Agreement, Provider shall reasonably assist MeritDent in marketing, advertising and promotion. MeritDent shall use its best efforts to furnish Provider with appropriate materials to support such efforts.

4.4 Payor Lists. MeritDent shall use reasonable efforts to obtain current information from each Payor on a timely basis with regard to the identity of Payors and disseminate such information to the Participating Providers as MeritDent shall, in its sole discretion, deem appropriate to keep each Participating Provider reasonably informed as to the identity of Payors. Such information shall be provided by MeritDent in the manner and format set forth in the Provider Manual, including, but not limited to electronic transmission or access via the Internet.

4.5 Liability for Claims, Decisions and Fees.

4.5.1 Payors shall be liable for claims decisions and for the payment of such Payor's portion of claims pursuant to a Plan.

4.5.2 MeritDent shall not be responsible or liable for any claims decisions or for the payment; of any claims submitted by Provider for furnishing Covered Services or non-Covered Services to Eligible Persons. MeritDent shall not be an insurer, guarantor or underwriter of the responsibility or liability of any Payor or any other party to provide benefits pursuant to any Plan.

5. Obligations of Provider.

5.1 Provider Standards. Provider hereby warrants and represents that:

5.1.1 Provider is and, at all times during this Agreement, shall be in compliance with the Credentialing Criteria; and,

5.1.2 The information contained in the application of Provider for membership in MeritDent is true and correct in all respects and does not fail to state a material fact that would make it otherwise misleading.

5.1.3 Submit a copy of professional liability and malpractice insurance, carrier face sheet, certificate or declarations page. Provider shall at his/her own expense, maintain the policy of professional liability insurance and malpractice insurance throughout the term of this Agreement.

5.2 Provider Services and Obligations. Provider shall:

5.2.1 Provide Covered Services to Eligible Persons for which Provider is qualified and which Provider customarily furnishes to the general public from the office location(s) indicated on the signature page ("Provider's Offices"). Services rendered from sites not listed as Provider's Offices shall be considered rendered by Provider pursuant to this Agreement; and

5.2.2 Perform the Covered Services pursuant to the standards of good medical practice within the organized medical community; and

5.2.3 Treat Eligible Persons in all respects no less favorably than Provider treats all other patients, and determine whether or not to accept Eligible Persons for treatment or terminate the treatment of Eligible Persons only on the basis of the same criteria employed by Provider to make such determinations in connection with all other patients; and

5.2.4 Obtain from Eligible Persons a written assignment of benefits and an appropriate release, cooperate and comply with the billing and other procedures established by MeritDent or a Payor and set forth in the Provider Manual or in other written communications from MeritDent; and

5.2.5 Submit all claims for Covered Services as provided in the Provider Manual and pursuant; to the Standard Terms. Provider shall accept as full payment from each Payor for the Covered Services deemed Medically Necessary pursuant to the Utilization Management Program the lesser of charges customarily charged to other patients or the consideration provided in the Fee Schedule. Provider hereby waives any amounts from any Payor and any Eligible Person (i) in excess of the fees customarily charged to other patients or the amounts provided in the Fee Schedule, whichever is less; and (ii) any amount from any Payor Eligible Person for services performed which have been deemed to be Medically Necessary by the Utilization Management Program. Provider hereby acknowledges that payment for Covered furnished to Eligible Persons shall be due solely from a Payor and such Eligible Persons; and

5.2.6 Subject to Section 6.1 and Section 6.3, provide any party operating the Utilization Management Program with access, upon reasonable notice during normal business hours, to the appropriate records ,and information regarding Covered Services rendered to Eligible Persons for inspection and copying in such a manner as may be reasonably requested to permit the party operating the Utilization Management Program to: (i) implement the Utilization Management Program; (ii) perform its administrative obligations set forth herein; and, (iii) verify claims for Covered Services submitted by Provider; and

5.2.7 Within the dictates of good practice, and in the best interest of Eligible Persons under Provider's care, refer such Eligible Persons requiring referral to other Participating Providers or as may otherwise be provided in the Provider Manual; and

5.2.8 Comply with the rules, regulations, policies and procedures as enacted by MeritDent from time to time and summarized in the Provider Manual, cooperate with the Utilization Management Program, participate in and observe the protocols of the Utilization Management Program, submit to performance reviews in conjunction therewith and be bound by the payment decisions issued pursuant to the Utilization Management Program; and

5.2.9 Within ten (10) days of occurrence, notify MeritDent and provide MeritDent with all information with respect to any disciplinary action against Provider or any malpractice actions, judgments or settlements of Provider. Provider hereby authorizes any hospital, HMO, PPO, other managed care organizations, any governmental agency or professional licensing, accrediting or certifying agency, or any other person or entity to release to MeritDent any information pertaining to any such matters and pertaining to the Credentialing Criteria; and

5.2.10 Consent to the inspection by Payors, MeritDent, Clients, independent credentialing entities, independent accreditation entities, their agents and their representatives of Provider's application, the contents of the credentialing file of Provider and all documents that may be material to an evaluation of qualifications and competence of Provider and consent to the release of such information to such parties. Provider hereby releases from liability MeritDent, Payors, Clients and independent credentialing entities, their respective officers, directors, employees and agents from their acts performed and statements made, in good faith and without malice, in connection with evaluating the credentials and qualifications of Provider. Provider

hereby releases from liability MeritDent, Payors, Clients, independent credentialing entities, independent accreditation entities and any and all individuals who provide information to MeritDent, Clients, their medical directors and their representatives and agents, in good faith and without malice, concerning the Credentialing Criteria, Provider's disciplinary actions, professional competence, background, experience, ethics, character, utilization, practice patterns, health status and other qualifications to be a Participating Provider; and

5.2.11 Give written notice to MeritDent within ten (10) days if the practice of Provider shall add a partner, shareholder, member or professional provider employee, if Provider shall cease to fulfill the Credentialing Criteria, or if the health status of a Provider shall affect patient care.

## 6. Confidential Information.

6.1 Legal Restrictions. Neither party hereto shall be in default for failure to supply information which such party, in good faith, believes cannot be supplied due to prevailing law, or for supplying information which such party, in good faith, believes is required to be supplied due to prevailing law.

## 6.2 Non-Disclosure of Confidential Information.

6.2.1 Provider (and the respective officers, directors, employees agents, members, successors and assigns of Provider) shall hold any and all Confidential Information in the strictest confidence as a fiduciary, and shall not, voluntarily or involuntarily use, sell, transfer, publish, discloser display or otherwise make available to others any portion of the Confidential Information without the express written consent of MeritDent. Provider shall protect the Confidential Information consistent with the manner in which Provider protects the confidential business information of Provider.

6.2.2 "Confidential Information" shall mean information of MeritDent that shall be subject to patent, copyright, trademark, trade name or service mark protection, or described as confidential by MeritDent, a Payor or a Client, or not otherwise in the public domain and related to the business and operations of a party, including, without limitation, this Agreement and the exhibits hereto, the Fee Schedule, lists of Payors and Clients and information related thereto, eligibility data, information relating to earnings, volume of business, methods, systems, practices or plans of MeritDent Payors or Clients, and all similar information of any kind or nature whatsoever which is known only to persons having a fiduciary or confidential relationship with MeritDent and its Payors and Clients.

6.3 Medical Records. The parties hereto shall maintain the confidentiality of any and all medical records which shall be in their possession and control, and such information shall only be released or disseminated pursuant to the valid authorization of the patient whose medical condition is reflected in such medical records or as shall be otherwise permitted under applicable law.

6.4 Trademarks and Copyrights. Each party acknowledges each other party's sale and exclusive ownership of its 'respective trade names, commercial symbols, trademarks and service marks, whether presently existing or later established (collectively, "Marks"). No party shall use the other party's Marks in advertising or promotional materials or otherwise without the owner's prior written consent; PROVIDED, HOWEVER, that MeritDent, Payors, Clients and other entities with agreements with MeritDent may, but shall not be required to, list Provider in the MeritDent Participating Provider directory or otherwise publicize the status of Provider as a Participating Provider.

7. Term and Termination.

7.1 Term and Voluntary Termination.

7.1.1 The initial term of this Agreement ("Initial Term") shall commence on the Effective Date of this Agreement and shall continue for one (1) year. This Agreement shall be automatically renewed for additional periods of one (1) year (each a "Renewal Term") unless either party shall give written notice to the other party at least one hundred twenty (120) days prior to the end of the Initial Term or of any Renewal Term.

7.1.2 If Provider shall relocate any of the Provider's Offices, within ten (10) days of such relocation, Provider shall provide notice to MeritDent and MeritDent shall have the option, for one hundred twenty (120) days from the effective date of the notice, to terminate this Agreement.

7.2 Termination of Agreement.

7.2.1 Except as otherwise specifically provided herein, either party may terminate this Agreement for cause upon the breach of this Agreement by the other party not remedied within ninety (90) days after receipt by such other party of notice from the terminating party.

7.2.2 Anything elsewhere in this Agreement to the contrary notwithstanding, MeritDent shall have the option to terminate this Agreement at any time upon notice if Provider (i) fails to satisfy the Credentialing Criteria; (ii) fails to purchase or maintain policies of insurance as required in the Credentialing Criteria; (iii) is disqualified or suspended from practice or *is* threatened with disqualification or suspension in any state, or has any other license, certification or authorization required to perform any duties hereunder restricted, suspended or terminated; (iv) is disciplined or threatened with disciplinary action by any governmental authority or agency, HMO, PPO or managed care organization, hospital or other facility; (v) in the sole discretion of MeritDent, commits or participates in any conduct which threatens injury to the reputation or welfare of MeritDent; (vi) is no longer a member in good standing of the



medical or professional staff of any hospital of which Provider was a member as of the Effective Date, or if any such hospital restricts in any way or terminates any privileges granted to Provider; (vii) commits professional misconduct, violates the principles of professional ethics; (viii) in the sole determination of MeritDent, has an excessive number of professional liability claims filed or resolved against Provider; (ix) is subject to an indictment or information for a felony; or (x) in the sole determination of MeritDent, engages in any action or behavior, including but not limited to billing practices, which disrupts the business operations of MeritDent or a Payor

7.2.3 If MeritDent exercises its option to terminate pursuant to Section 3.2.5 this Agreement shall terminate on the date designated by MeritDent.

7.3 Procedure Upon Termination. Upon the termination of this Agreement by either party for any reason, whether for cause or not for cause, whether voluntary or involuntary, all rights and obligations hereunder shall cease, except (i) those rights and obligations provided in Section 6 and this Section 7.3; and (ii) those rights and obligations which shall have accrued as a result of the operation of this Agreement. Upon termination Provider shall:

7.3.1 continue to provide Covered Services pursuant to this Agreement (i) until either the termination of each Payor Agreement in force on the date of termination or twelve (12) months, whichever is earlier; and (ii) thereafter, to Eligible Persons who shall be receiving care from Provider until the earlier of the conclusion of any treatment for a specific condition existing as of such termination or the discharge or transfer of such Eligible Person; and

7.3.2 immediately discontinue use of any and all signs, plaques, letterheads, forms or other materials identifying Provider as a Participating Provider of MeritDent and as a participant in the Plans of each Payor; and

7.3.3 immediately disclose to each Eligible Person in Provider's care in the form prescribed by MeritDent or by a Payor, the possible adverse economic consequences to such Eligible Persons of Provider's termination.

7.4 Termination and Eligible Persons. In the event of notice of termination of this Agreement, MeritDent, Payors and Clients may (i) inform Eligible Persons of such termination; (ii) inform Eligible Persons of the economic effect of using Provider as a non-Participating Provider; and (iii) recommend that Eligible Persons engage other Participating Providers.

## 8. Dispute Resolution.

8.1 Arbitration. Except for the enforcement of Section 6, any controversy or dispute arising out of, relating to, or connected with this Agreement or the relationship created pursuant "to this Agreement, will be submitted to final and binding arbitration as the sole and exclusive remedy.

8.2 Location of Arbitration. The arbitration will be governed by the Federal Arbitration Act, as amended, and arbitration will take place in Las Vegas, Nevada. If Las Vegas is clearly inconvenient to the parties, witnesses and other participants, any party may initiate the

arbitration in a forum reasonably convenient to all parties. The arbitration will be conducted in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration, in effect as of the date the demand for arbitration is filed.

8.3 Costs of Arbitration. The parties each will bear all of their own costs of arbitration; provided however, the fees of the arbitrator will be divided equally among the parties. The award or decision by the arbitrator will be final and binding.

8.4 No Joinder. No arbitration hereunder will include, by consolidation, joinder or in any other manner, any non-party unless the parties agree in writing. Class actions will not be permitted without the consent of the parties.

8.5 No Collateral Effect. No finding or stipulation of fact or law in any other arbitration, judicial proceeding or similar proceeding will be given preclusive or collateral estoppel effect in any arbitration hereunder, and no conclusion of law in any other arbitration will be given any weight in any arbitration hereunder, and no conclusion of law in any other arbitration will be given any weight in any arbitration hereunder, except to the extent all parties are the same in such arbitration.

8.6 Remedies in Arbitration. Each party will have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders or preliminary injunctions before, during or after arbitration. Seeking any such remedies will not be deemed to be a waiver of any party's right to compel arbitration. Each party consents to jurisdiction and venue as provided in Section 8.2 and waives the right to a jury for any controversy or dispute arising out of, relating to, or connected with this Agreement or the relationship created pursuant to this Agreement.

## 9. Miscellaneous Provisions.

9.1 Provider-Patient Relationship. Nothing contained in this Agreement shall interfere with or in any way alter any provider-patient relationship and Provider shall have the sole responsibility for the care and treatment of Eligible Persons under Provider's care. Nothing contained herein shall grant MeritDent or any party performing utilization management the right to govern the level of care of a patient. Utilization management decisions shall only effect reimbursement of Provider for services rendered and shall not limit the performance of the services of Provider or affect Provider's professional judgment.

9.2 Non-Exclusivity. Nothing in this Agreement shall be intended or construed to prevent either party from entering into substantially similar agreements with other entities similar to the other party.

9.3 Independent Contractors. Each party, its officers, agents, and employees are at all times independent contractors to the other party. Nothing in this Agreement shall be construed to make or render either party or any of its officers, agents, or employees an agent, servant, or employee of, or joint venturer of or with, the other.

9.4 Notices. Notices shall be written and personally delivered, effective on delivery or receipt by fax or e-mail, or sent by United States mail, postage prepaid, effective on the third (3rd) day following the date deposited in the mail, addressed to the parties as set forth below, or to any other address specified in writing by such party.

9.5 Entire Agreement. Except as otherwise provided in Section 9.12, this Agreement represents the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and all prior and concurrent agreements understandings, representations and warranties with respect to such subject matter, whether written or oral, are and have been merged herein and superseded hereby.

9.6 Gender and Number. The use of the masculine, feminine or neuter gender and the use of the singular and plural shall not be given the effect of any exclusion or limitation herein; and the word “person” or “party” shall mean and include any individual, trust, corporation, partnership, limited liability company or other entity.

9.7 Amendment. Except as otherwise specifically provided herein, no amendment to this Agreement shall be effective against a party to this Agreement unless such amendment is in writing, signed by such party; PROVIDED, HOWEVER, the Provider Manual may be amended from time to time in the sole discretion of MeritDent.

9.8 Compliance with Terms. Failure to insist upon strict compliance with any of the terms herein, by way of waiver or breach, by either party hereto shall not be deemed to be a continuous waiver in the event of any future breach or waiver of any condition hereunder.

9.9 Rights of Parties. Except for the right granted by MeritDent to certain Payors or Clients to enforce this Agreement as a third party beneficiary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to this Agreement and their respective successors and assigns.

9.10 Assignment. This Agreement may not be assigned by Provider without the express written consent of MeritDent. MeritDent may assign this Agreement, upon notice to Provider, to any other entity.

9.12 Benefits. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.

9.12 Multiple Contracts. If Provider is indirectly a party to other contract(s) with MeritDent prior to the Effective Date, such contract(s) shall not terminate. If any contract(s) of Provider, whether effective prior to or after the Effective Date, conflicts with this Agreement, the governing contract shall be determined by MeritDent in its sole discretion.

9.13 Severability. If any provision of this Agreement is found unenforceable, such provision will be modified to the extent necessary to comply with applicable law and will be binding and enforced as modified. If, in any jurisdiction, any provision of this Agreement or its application is restricted, prohibited, or found unenforceable, the invalid provision or application will be ineffective only to the extent it has been found unenforceable, without invalidating the validity or enforceability of (i) all remaining portions of such provision; (ii) all other provisions of this Agreement; and (iii) without affecting the validity or enforceability of this Agreement in its entirety in other jurisdictions. Nothing in this Agreement is intended to be a waiver of applicable law. Each of the provisions of this Agreement is to be deemed independent of the other provisions of this Agreement.

9.14 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

9.15 Limitation of Damages. Unless prohibited by applicable law, neither party will be liable for consequential or punitive damages whatsoever (including, without limitation, special, incidental, or indirect damages, whether for personal injury, loss of profits or compensation, business interruption or otherwise), in arbitration or in a court, whether or not foreseeable. All claims between the parties will be made by commencing legal proceedings within one (1) year following the conduct, act or event giving rise to such claim.

9.16 Conflict of Laws. This Agreement will be interpreted and enforced in accordance with the laws of the State of Nevada, without regard to conflict of laws provisions. The Federal Arbitration Act shall govern this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates set forth below, as of the Effective Date set forth below.

PROVIDER:

MERITDENT, LLC  
2801 W. CHARLESTON BLVD #101  
LAS VEGAS, NEVADA 89102  
(702) 272-0222

E-mail: meritdent@gmail.com

\_\_\_\_\_  
Signature of Provider or  
Authorized Representative

By: \_\_\_\_\_

\_\_\_\_\_  
Date Executed by Provider

\_\_\_\_\_  
Name of Provider

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Effective Date of Agreement (The  
default Effective Date shall be the  
date of execution by MeritDent)

E-mail: \_\_\_\_\_

\_\_\_\_\_  
State License, Certificate, or other  
Authorization Number

\_\_\_\_\_  
Federal Employer Identification  
Number or Social Security Number

IF BY A PARTNERSHIP,  
PROFESSIONAL CORPORATION OR  
OTHER ENTITY, ON BEHALF  
OF THE FOLLOWING PERSONS:

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(Print Names)

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Provider's Offices (as defined  
in Section 5.2.1)

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## EXHIBIT 2.7

### STANDARD TERMS

The following shall constitute the Standard Terms as defined in this Agreement. MeritDent shall use all reasonable efforts to have Payors observe the Standard Terms.

1. Provision of Covered Services. Participating Provider shall furnish to Eligible Persons those Medically Necessary Covered Services customarily furnished by such Participating Provider in the same physical setting and in the same manner as such services are customarily provided to other similarly situated patients of Participating Provider.

2. Payment to Participating Provider. Pursuant to the terms of the applicable Plan, Payor or its agent and the Eligible Person shall pay to Participating Provider the lesser of Participating Provider's charges customarily billed to other patients or the amounts set-forth in the applicable Fee Schedule as full payment of any claim submitted by Participating Provider for Covered Services furnished to Eligible Persons pursuant to such Plan.

3. Payment by Eligible Persons. Participating Provider shall charge or bill Eligible Persons directly for: (i) and use best efforts to collect, any deductible, co-payment or coinsurance for Covered Services specified in the applicable Plan, unless otherwise prohibited in such Plan, in amounts which, when added to Payor's payments shall not exceed the lesser of charges customarily charged to other patients or the consideration provided in the applicable Fee Schedule; (ii) except for services deemed not; Medically Necessary by the Utilization Management Program, any services that are not Covered Services; (iii) any services provided to Eligible Persons which are deemed not Medically Necessary by the Utilization Management Program, only if Eligible Persons have agreed, in writing, to such charges prior to rendering such services; and (iv) directly for any Covered Services provided to Eligible Persons after the benefits set forth in a Plan to which the Eligible Person is entitled have been exhausted.

4. Claims Submission. Each Participating Provider shall, as provided in the applicable Plan, submit claims to MeritDent, the agent of MeritDent, Payor or the agent of Payor, as provided in the Provider Manual. Participating Providers shall use best efforts to submit claims electronically and within thirty (30) days after providing Covered Services. Any claims which have not been submitted by Participating Provider within six (6) months after providing Covered Services may be denied pursuant to the Plan of a Payor. MeritDent, Payor or Payor's agent shall apply the applicable Fee Schedule, as of the date of the Covered Services, to each Participating Provider's claim to determine the amount due such Participating Provider.

5. Time for Payment.

5.1 Except as otherwise provided by applicable law or where coordination of benefits applies, Payor or its paying agent shall use all reasonable efforts to make all payments due to Participating Provider within thirty (30) days' following receipt by Payor, or its paying agent, of

a complete and proper claim form and other information required to determine that the claim is payable under the Plan.

5.2 Payment by Payor of any claim shall be final six (6) months after payment and neither Payor or Participating Provider shall have further recourse.

6. Verification of Eligible Persons. Eligible Persons shall receive Covered Services from Participating Provider upon the presentation of appropriate written documentation supplied by Payor identifying the patient as an Eligible Person. Verification shall be in accordance with Payor's customary verification procedures or as negotiated by MeritDent.

7. Other Products. The standard terms for other products shall be set forth in the Provider Manual and subject to the applicable requirements of the laws of the appropriate state.

8. Insolvency. As required by law, if a Payor is an HMO, participating Provider shall not have a right in any event, including but not limited to nonpayment by an HMO of amounts due the Participating Provider under this Agreement, insolvency of an HMO (the "HMO") or any breach of this Agreement by the HMO, to seek any type of payment from, bill, charge, collect a deposit from, or have any recourse against, the Eligible Person, persons acting on the Eligible Person's behalf (other than the HMO), an employer or group contract holder for services provided pursuant to this Agreement except for the payment of applicable copayments or deductibles for services covered by the HMO or fees for services not covered by the HMO. The requirements of this clause shall survive any termination of this Agreement for services rendered prior to such termination, regardless of the cause of such termination. The HMO's Eligible Persons, the persons acting on the Eligible Person's behalf (other than the HMO) and the employer or group contract holder shall be third party beneficiaries of this section. This section supersedes any oral or written agreement now existing or hereafter entered into between Participating Provider and the Eligible Person, persons acting on the Eligible Person's behalf (other than the HMO) and the employer or group contract holder. This Section 9 shall be automatically amended to conform with any applicable statutory requirements of the state in which services are rendered by Participating Provider.

9. Service. Participating Provider shall establish procedures, including an appropriate call system, to provide that Covered Services are available to Eligible Persons twenty-four (24) hours per day, seven (7) days per week.



**EXHIBIT 2.8**

**FEE SCHEDULE**

This MeritDent fee schedule represents the payment due to Provider for providing covered Services to Eligible Persons. The Scope of Services covered by this Fee Schedule includes all services provided and all services billed by provider. Provider represents a discount from Provider's usual and customary charge in effect as of the date of service.

Provider Reimbursement Fee Schedule for State(s) of: Nevada, Zone #

The following are the conversion factors which, when used with the 1996 RBRVS units, represent the maximum reimbursement schedule for your provider group. Anesthesia is based on ASA and computed at 6 units per hour.

<b>Category</b>	<b>Codes</b>	<b>Value</b>

Codes that have not been assigned a value are reimbursed at 30% off of billed charges.

All billings are subject to the MeritDent Billing Guidelines. Please refer to the Provider Manual for more information.

(Fee Schedule continued on next page)

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Provider Reimbursement Fee Schedule for the State(s) of: Nevada, Zone #.

This fee schedule is based on 115% of pure 1999 Medicare RBRVS, using \_\_\_\_\_ County GPCIs.

Anesthesia is based on ASA and computed at 6 units per hour, \$38.00 per unit.

Codes that have not been assigned a value by RBRVS are reimbursed at 20% off of billed charges.

All billings are subject to MeritDent Billing Guidelines. Please refer to the Provider Manual for more information.

**Workers' Compensation** - 15% off of the applicable state's current workers' compensation fee schedule or the Health Benefits rates, whichever is less.

In no event would the fee schedule exceed the billed charges.