



Dental Cooperative Insurance Fee Maximization Provider Agreement

Fee schedule development is an important tool for a practice to assess and support profitable, fair, and indicative fee schedules offered by Carriers. The Dental Cooperative offers tools and services to help our independent member dentists benefit from fee schedule analysis and presentation efforts with insurance companies, consistent with the Department of Justice/Federal Trade Commission Messenger Model Guidelines.

DENTAL PATIENT CARE AMERICA, INC., a Utah corporation ("Dental Cooperative"); the undersigned Provider; and those natural persons, if any, who own, manage or operate Provider ("Dentist(s)"), all as specified on the Signature Page, hereby agree as follows:

DEFINITIONS

The following terms shall have the following meanings:

- "Agreement" means this Insurance Fee Maximization Provider Agreement.
- "Provider" means the party set forth on the signature section to this Agreement under the heading, "Provider".
- "Carrier" means any commercial third-party insurance company, third party administrators, insurance provider, insurer, administrator of a dental benefit plan, umbrella group, or any dental insurance organization managing and/or reimbursing dental claims and/or providing a panel of providers.

IFM STANDARD OPERATING PROCEDURE

The following outlines the Dental Cooperative's Standard Operating Procedures for the Insurance Fee Maximization (IFM) program:

Eligible Participants:

To qualify for Insurance Fee Maximization (IFM) through the Dental Cooperative, Providers must meet the following criteria:

- Provider must be a current, paying member of the Dental Cooperative in good standing.
- Provider, if not a current Member and/or not included in the original Associate Agreement with the Practice, must sign and submit an Add Member Provider form prior to IFM requests.
- Participating Practice must have signed and submitted an Associate Agreement prior to IFM requests.

Terminated Members:

Any Provider or Practice who has terminated their Dental Cooperative membership will have access to IFM resources terminated immediately upon termination, including future fee schedule resources and services. The Dental Cooperative informs Carriers of membership termination. Carriers will take appropriate action as their individual policies dictate, which may include, but not limited to; a downgrade of fee schedule, return to previous fee schedule prior to membership or upgrade, or change to a base fee schedule indicated by the carrier.

Member Fee Schedule Collection and

Analysis:

The Cooperative periodically collects both full-fee schedules and contracted insurance fee schedules from our participating members for analysis. The data collected is used to geographically analyze fee structures. Information collected through the data analysis process may be shared with our member group only in aggregate form, providing resources for members to analyze their own individual fee schedules as compared to the group. All collected, aggregate fee schedule information shared to the member group will be:

- Older than 3 months.
- Representative of at least 5 participating members in a geographic area or more.
- No more than 25% of the weighted statistical basis for any individual member.

Fee Negotiation Process:

The Cooperative partners with Carriers interested in expanding their provider panel.

The Cooperative contacts Carriers on behalf of our member group, and or individuals, as allowed under the Department of Justice/Federal Trade Commission Messenger Model Guidelines. The Cooperative expresses with the Carrier our role as a Messenger Model group and proposes actions to relay information on behalf of the member group and the Carrier of indicative fee schedules based on the fee schedule analysis performed by the Cooperative. The Cooperative may also choose to share member lists with the Carrier. The Dental Cooperative may also choose to share the numbers of members who have indicated interest in supporting fee schedules they consider acceptable and profitable for their practice and may also indicate a minimum acceptable fee schedule to be shared with the Carrier. If needed, the Cooperative may supply the Carrier with any collected data from the Cooperative membership to use in their own internal fee schedule assessments. The Cooperative provides the Carrier with the aggregate fee schedule data collected but does not dictate terms or pricing related to the Carrier's offered fee schedules.

Information Access and Distribution:

The Cooperative relays proposed fee schedules from the Carrier to the member Providers. The Cooperative will indicate to members the need to assess the presented fee schedule for profitability and access in their individual practice. The Dental Cooperative does not require, encourage, obligate, or in any way contract our members to support, reject, or discontinue affiliation with any Carrier or fee schedule. This is always an individual decision made by the individual practice owner and providers, independent of the Dental Cooperatives efforts for the group. The fee schedule will be made available to Providers both currently contracted with the Carrier and those not contracted.

Credentialing and Upgrade Requests:

The Cooperative, through the Member Services web page, provides all resources for members to credential with Carriers or to request a fee schedule change. The Cooperative does not credential or contract



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the Provider with any Carrier, as this is the responsibility of each individual provider. The Dental Cooperative may review the required forms to ensure all information requested is provided and accurate from the Provider before submitting to the Carrier. All necessary information is forwarded to the Carrier on behalf of the Provider. The Dental Cooperative does not contract or negotiate with Carriers on behalf of our members.

Representation:

The Dental Cooperative represents our members only as allowed in the Messenger Model. The Cooperative does not negotiate fees or terms on behalf of members, but simply acts as an agent to relay information on behalf of the member group and the Carrier. The Cooperative does not counsel our members on which Carriers and plans to support, contract, continue service with, and or with whom to terminate participation. This is an individual decision made by each specific provider and practice.

What We Do:

- I. Act as a third-party entity under the Messenger Model.
- II. Provide information between the Carrier and Providers.

- III. Use our collective data to analyze fee schedules.
- IV. Educate Members to support fee schedules in general that are profitable for their specific practice.

What We Don't:

- I. Share individual fee schedule information among Cooperative members.
- II. Contract on behalf of, or require members to accept, keep, terminate or continue participation with any Carrier.
- III. Encourage members or the group to boycott or threaten to boycott any insurance plan, product or Carrier.
- IV. Act as an integrated IPA (Integrated Practice Association).
- V. The Dental Cooperative does not negotiate fees or terms on behalf of members.

All activities with our Carrier partners, member practices and Providers fall within the constructs of the Messenger Model as defined in Department of Justice/Federal Trade Commission August, 1996 Statements of Antitrust Enforcement Policy in Healthcare, Statement No.8, Section C. Cooperative employees are trained in antitrust,

Messenger Model, and fee negotiation provisions upon and throughout their employment. Any actions outside the allowed antitrust, Messenger Model, and Fee Negotiation Standard Operating Procedures are not permitted or promoted by the Dental Cooperative.

AUTHORIZED AGENT

I authorize the Dental Cooperative and subsequent employees to act as an authorized agent on the Provider's behalf to receive, review, and submit Carrier forms and information and to retrieve any and all applicable information from Carriers on behalf of Provider to aid in Insurance Fee Maximization efforts. At the individual request of the Dental Cooperative, I authorize the Carrier to send contract notices, administrative information, and/or any credentialing information about Provider to the Dental Cooperative. All standard notifications, contract notices and any administrative and/or credentialing information and communications from Carriers will continue to be received by the Provider as usual and will be the sole responsibility of the Provider.

PROVIDER

I agree to all the terms and procedures stipulated in this Insurance Fee Maximization Provider Agreement.

Provider Name

Provider State License #

Provider Signature

Date