

**FIRST AMENDMENT TO DENTEMAX PROVIDER SERVICE AGREEMENT  
APPLICABLE TO PLANS IN NEW JERSEY**

This Amendment ("Amendment") to the DenteMax Provider Service Agreement ("Agreement") is effective immediately unless the Provider objects thereto and such objections are received by DenteMax within 30 days pursuant to Article II, paragraph 4 of the Agreement. This Amendment applies only to dental plans in the state of New Jersey that are subject to the specific laws and/or regulations cited below. This amendment completely supercedes the applicable provisions of the Agreement to the contrary.

**IV. Compliance with New Jersey Administrative Code.**

**1. Term, Termination and Appellate Rights.**

- a. This Agreement shall remain in effect for an initial period of one year from the effective date of this Amendment and shall be renewed annually thereafter for successive periods of one year without further action by either party unless either party notifies the other party in writing no later than 30 days prior to any renewal date of its intention not to renew this Agreement.
- b. The Provider may terminate this Agreement at any time upon 30 days prior written notice to DenteMax. DenteMax may terminate this Agreement at any time: (i) with Appellate Rights to Provider upon 90 days prior written notice; or (ii) immediately without Appellate Rights to Provider upon written notice if the termination is due to any of the following: a determination of fraud, breach of contract by Provider, or the opinion by the dental director that Provider represents an imminent danger to a Participant or the public health, safety and welfare. The notice of termination with Appellate Rights to Provider shall contain a statement as to the right of Provider to obtain a reason for termination in writing from DenteMax if the reason is not otherwise stated in the notice, the right of Provider to request a hearing, any exceptions to the right to request a hearing and, the procedures for exercising either right.
- c. If DenteMax should terminate this Agreement with Appellate Rights to Provider, Provider has the right to request a hearing in writing with respect to termination from DenteMax's network within 10 business days following the date of notice of termination. DenteMax shall hold a hearing within 30 days following receipt of a written request for a hearing before a panel appointed by DenteMax which shall consist of no less than three people, one of whom shall be a clinical peer in the same or substantially similar discipline and specialty as Provider. Provider may be present at the hearing and may be represented by counsel. The panel shall render a decision on the matter in writing within 30 days of the close of the hearing unless the panel provides notice of a need for an extension for rendering its decision and provides such notice to both DenteMax and Provider prior to the date the panel's decision would otherwise be due. The panel's decision shall set forth the relevant contract provisions and the facts upon which DenteMax and Provider have relied at the hearing. The panel shall recommend that Provider be terminated, reinstated or provisionally reinstated. The panel shall specify its reasons for its recommendations, including the reasons for any conditions for provisional reinstatement, the conditions for provisional reinstatement, the duration of the conditions, and the consequences of a failure to meet the conditions. In the event of reinstatement or provisional reinstatement, the panel shall specify the impact of the reinstatement upon the terms of duration of the Agreement. Provider's participation in the hearing process shall not be deemed an abrogation of Provider's legal rights.
- d. All requests by Provider to DenteMax for the reasons for termination with Appellate Rights shall be directed in writing to: DenteMax, 25925 Telegraph Road, Ste. 400, Southfield, Michigan 48033. DenteMax shall respond to all such requests in writing within 10 days of receipt.

**2. Additional Provider Rights.**

- a. Provider may not be terminated or penalized for filing a Complaint or an appeal of termination as permitted by this Agreement or the New Jersey Administrative Code.
  - b. Provider may not be terminated or penalized for acting as an advocate for Participants in seeking appropriate, medically necessary health services.
  - c. Provider shall have the right to communicate openly with a Participant about all diagnostic testing and treatment options.
- 3. Additional Provider Obligations.**
- a. Provider shall not discriminate in their treatment of DenteMax's Participants.
  - b. Provider shall comply with Payors' utilization review programs and quality assurance programs as applicable to Provider

**4. Continuation of Services by Provider following Termination.**

Provider, following termination of this Agreement, shall continue to provide services to Participants at the published DenteMax Fee schedule then in effect in accordance with N. J. A. C. 8:38A-4.8, if applicable.

**5. Fee-for-Service Reimbursement and Acceptance.**

Provider agrees to submit claims and be reimbursed for such claims on a fee-for-service basis. Provider agrees to accept the current published DenteMax Fee schedule, or Provider's usual fee, if less, as full consideration for dental services provided to Participants. Provider agrees not to bill Participant for the balance between the DenteMax Fee and the Provider's usual charge, if higher. The Participant may be responsible for plan limitations such as copayments, deductibles, and amounts exceeding the benefit maximums.

**6. Confidentiality**

Provider, DenteMax and Payor will maintain the confidentiality of the dental records of Participants as required by N.J.A.C. 8:38A-4.15 (b) 9. The dissemination of such information shall require the consent of the Participant, unless a subpoena or similar legal process requiring release or disclosure of a Participant's dental record is served upon any party and that party elects not to initiate protective legal action.

**7. Dispute of Claims Payment**

The Provider has the right to dispute any payment of claims made by the Payor in accordance with N.J.A.C. 11:22-1.8. An appeal to the Payor must be in written form, and may be sent either by mail, electronic mail, facsimile, or by hand delivery. This appeal should state the Provider's reasons for disagreement and provide the documentation that supports the Provider's disagreement and sent to the Payor. The Payor will convene a panel to review the appeal. The Provider may attend either in person or by telephone. The Payor will communicate results of the review to the Provider, in writing, within ten business days of the Payor's receipt of the appeal.

If the Provider does not agree with the decision of the appeal, the Provider may, at a cost to the Provider of fifty (50) percent of the review charge, request an Adverse Decision Review (ADR) by an external independent entity. The Provider's right to the ADR and how to apply for the ADR, will be included in the Payor's final determination letter. The ADR review is not binding and the Provider or Payor may accept or reject its decision, unless the Provider and Payor agree prior to the ADR that it will be binding.

**8. Submission of Claims**

Provider as required by N.J.A.C. 11:22-3.6 will submit claims to Payor for payment within: (a) one hundred eighty (180) days of furnishing dental services when benefits are assigned to the Provider; or (b) within sixty (60) days of furnishing dental services when benefits are not assigned to the Provider.

**9. Hold harmless**

Provider agrees that in no event, including but not limited to nonpayment by Payor, payment by Payor that is other than what Provider believed to be in compliance with this Agreement or is otherwise inadequate, insolvency of Payor, or breach of this Agreement, shall Provider, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or any recourse against a Participant or person (other than Payor) acting on behalf of a Participant for covered services provided pursuant to this Agreement. This Agreement does not prohibit Provider from collecting coinsurance, deductibles or copayments or amounts which exceed benefit maximums, as specifically provided in Participant's evidence of coverage under the dental plan. Nor does this Agreement prohibit Provider and Participant from payment agreements for noncovered services or to continue services solely at the expense of Participant, so long as Provider has clearly informed Participant that Payor may not cover or continue to cover a specific service or charge

**10. Coordination of Benefits**

Payor and Provider will comply with the Coordination of Benefits requirements of N.J.A.C. 11:4-28.

**11. Covered Services**

The Provider shall be reimbursed by Payor for rendering dental services to Participants under a dental plan based on the DenteMax fee schedule.

**EXCEPT AS STATED HEREIN TO THE CONTRARY, THE AGREEMENT IS NOT AMENDED OR MODIFIED IN ANY MANNER WHATSOEVER.**

Dated: August 15, 2004

DenteMax  
25925 Telegraph Road, Suite 400  
Southfield, MI 48033