



DENTAL PROVIDER AGREEMENT

THIS DENTAL PROVIDER AGREEMENT (“Agreement”) is made and entered into this [] day of [], 20__ (“Effective Date”), by and between [] (“Provider”) and Managed Care of North America, Inc., d/b/a/ MCNA Dental Plans (“MCNA”).

WHEREAS, MCNA has been contracted by one or more Medicaid Managed Care Organizations (“MCO” or “MCOs”) participating in the Kentucky Medicaid Managed Care Program to arrange for the provision of covered dental services to eligible Medicaid recipients assigned to said MCOs.

WHEREAS, Provider is a dental professional, group of dental professionals, or facility; and is appropriately licensed as a dentist or specialist by the Commonwealth without restriction or limitation.

WHEREAS, Provider desires to provide Dental Services (as defined in Article I herein) to Members of MCOs contracting with MCNA for the consideration, and under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein set forth, the parties hereto agree as follows:

ARTICLE I.

DEFINITIONS

As used in this Agreement, each of the following terms shall have the meaning specified herein, unless the context clearly requires otherwise:

1.1. “Agreement” means this Agreement between MCNA and Provider, including all attachments, addenda and amendments hereto.

1.2. “Complaints and Appeals Procedure” Means the procedure employed by MCNA for the prompt resolution of Member’s and Provider’s problems, complaints and appeals, as described in the Provider Manual.

1.3. “Covered Services” means the Medically Necessary dental services defined in the State Regulation for Dental Health Services 907 KAR 1:026 and 907 KAR 1:034 to which a Member is entitled as set forth in the Provider Manual.

- 1.4. “Dental Director” means a duly licensed dentist or his/her duly licensed designee appointed by MCNA to monitor and evaluate the appropriate utilization of Covered Services by Members.
- 1.5. “DMS” means the Commonwealth of Kentucky Department for Medicaid Services.
- 1.6. “Disclosure Form” means the Disclosure Form attached hereto and incorporated by reference herein required by State and Federal laws as a condition of participation in this Agreement.
- 1.7. “Fee-For-Service Payment” Means a payment to Provider by MCNA for authorized Covered Services that is equal to the amount designated in Appendix A for those Covered Services.
- 1.8. “Group Provider” means a duly licensed specialist or general dentist who practices with Provider as an employee, partner, shareholder, or contractor.
- 1.9. “Medically Necessary” or “Medical Necessity” means Covered Services which are medically necessary as defined under 907 KAR 3:130, and provided in accordance with 42 CFR §440.230, including children’s services pursuant to 42 U.S.C. 1396d(r).
- 1.10. “Member” means an individual who is eligible to receive Dental Services under the Kentucky Medicaid Managed Care Program and who has been enrolled in an MCO selecting MCNA as its dental subcontractor.
- 1.11. “MCO” means the managed care organization contracted by the Kentucky Medicaid Managed Care Program to arrange for the provision of covered dental services to eligible Medicaid recipients in the Commonwealth.
- 1.12. “MCO Contract” means the contract in effect between an MCO and MCNA whereby, MCNA administers the dental benefits to which Members are entitled under the Kentucky Medicaid Managed Care Program.
- 1.13. “Participating Provider” or “Provider” means any Provider that has contracted directly or indirectly with MCNA to provide Covered Services to Members and is credentialed in accordance with MCNA’s or MCO’s credentialing criteria.
- 1.14. “Provider Manual” means the MCNA manual of policies, procedures, and requirements to be followed by Participating Health Care Providers. The Provider Manual includes, but is not limited to, utilization management, quality management, grievances and appeals. MCNA may revise the Provider Manual from time to time as reasonably necessary, and will provide Provider with any such revisions with thirty (30) days prior notice unless otherwise required by the DMS.
- 1.15. “Quality Management Program” means an ongoing review process and plan which functions to define, monitor, review, and recommend corrective action for managing and improving the quality of Covered Services rendered to Members.

1.16. “Utilization Management Program” means the MCNA process for review of the appropriateness and necessity of Covered Services rendered to Members.

ARTICLE II.

MCNA’S OBLIGATIONS

2.1. MCNA shall perform administrative, claims processing, Member services, Provider services, quality management, and utilization management functions.

2.2. MCNA or its contracted MCO shall provide or arrange for identification cards or other Members materials to enable Provider to identify and treat Members who are eligible to receive Covered Services.

2.3. MCNA shall compensate Provider in accordance with Appendix A and Article 4 of this Agreement.

2.4. MCNA shall monitor the quality of dental care provided to Members in accordance with the Provider Manual and all applicable legal and regulatory requirements.

2.5. Unless otherwise mandated by Federal or Commonwealth governmental entities, MCNA shall provide thirty (30) days written notice to Provider of all changes to MCNA’s operational policies which Provider agrees to comply with as a condition of participation.

2.6. MCNA shall not discriminate against any Provider who services high-risk populations or who specializes in conditions that require costly treatment or based upon that Provider’s licensure or certification.

2.7. MCNA shall not require Provider to perform any treatment or procedure which is contrary to the Provider’s conscience, religious beliefs, or ethical principles and shall meet the requirements of 42 C.F.R. 438.102. In such instances, Provider shall consult MCNA when referring the Member to another dental provider licensed, certified or accredited to provide care for the individual service or assigned to another dentist licensed to provide care appropriate to the Member’s dental condition.

ARTICLE III

PROVIDER’S OBLIGATIONS

3.1. Provider shall hold all necessary licenses, registrations and/or certifications required under State or federal law to provide the services contracted for hereunder and shall at all times meet, maintain and adhere to the policies and procedures of MCNA and other requirements, including but not limited to (1) policies and procedures of MCNA relating to certification to participate in the Kentucky Medicaid program; (2) the Provider Manual; (3) requirements of

DMS; and (4) policies and procedures relating to licensure, certification, accreditation, utilization management/quality assurance (including requirements for review of Provider's services by MCNA personnel and committees), complaints/appeals, and administrative policies such as those (by way of example but not limitation) relating to claims submission, coordination of benefits, and coverage verification. Provider will be subject to re-credentialing by MCNA three (3) years from the Provider's credentialing committee approval date. Provider shall give immediate notice to MCNA of any event that causes Provider to be out of compliance with its ability to fulfill its obligations under this Agreement, or of any change in Providers' name, ownership, control, or taxpayer identification number.

3.2. Provider agrees to notify MCNA in writing immediately whenever there is any change to the requirements enumerated in Section 3.1. Provider agrees to notify MCNA in writing immediately in the event that Provider has filed a petition for protection under the Federal bankruptcy laws. Such notice shall include information stating the district and State in which such bankruptcy petition was filed as well as the case number for such filing.

3.3. Provider shall deliver Covered Services in a culturally competent manner to all Members, including those with limited English proficiency and diverse cultural and ethnic backgrounds.

3.4. Provider shall comply with all applicable federal, State and local laws and regulations, and all amendments thereto. Provider understands and agrees that this Agreement shall be deemed automatically amended as necessary to comply with any applicable State or federal or regulation, or any applicable provision of the MCO Contract.

3.5. Provider shall ensure that its employees and dental professionals, employed by or under contract with Provider, shall be appropriately licensed or certified as required by applicable Commonwealth law, have met and continue to meet all applicable Commonwealth and Federal laws, regulations and MCNA policies and procedures, and shall submit evidence of such licensure or compliance to MCNA upon request. If Provider performs laboratory services, all applicable requirements of the Clinical Laboratory Improvement Act of 1988 must be met.

3.6. Provider shall not differentiate or discriminate in the treatment of any Member because of the Member's race, color, national origin, ancestry, religion, health status, sex, marital status, age, political beliefs, or source of payment. Providers shall be available to see Members, except in situations where Provider has provided written notice to MCNA that the office is closed to new patients.

3.7. Provider shall comply with MCNA's electronic health encounter records submission in a format to be provided by MCNA to Provider and as required by the DMS. Such encounter records shall be submitted in a timely fashion as directed by MCNA.

3.8. Provider acknowledges that it is Provider's responsibility to provide appropriate and adequate dental care to all of Provider's patients, including, without limitation, patients of Provider who are Members. Provider agrees that no action by MCNA, or entity acting on MCNA's behalf, in any way absolves, relieves, or lessens Provider's responsibility and duty to provide appropriate and adequate dental care to all patients under Provider's care.

3.9. Nothing in the Agreement shall be construed as limiting a Provider's ability to communicate with a Member with regard to health status, medical care, or treatment, regardless of whether benefits for such care are provided under the MCO Contract.

3.10. Provider agrees to render Covered Services only at office locations approved by MCNA and as listed in Appendix B. Provider shall use Provider's best efforts to notify MCNA in writing, at least thirty (30) calendar days prior to any change in Provider's business or billing address, business telephone number, office hours, tax identification number, malpractice insurance carrier or coverage, State licensure number, DEA registration number, or change in acceptance of new members' status.

3.11. Provider authorizes MCNA and contracted MCOs to include Provider's name, address, telephone number, dental specialty, hospital affiliations, and other similar information in the provider directory, which may be included in various marketing materials. Provider agrees to afford MCNA and MCOs the same opportunity to display brochures, signs, or advertisements in Provider's office(s) as Provider affords any other insurance company or other third party payor. Provider may, with the prior written consent of MCNA and DMS, engage in Provider's own marketing activities designed to promote Provider as a Participating Provider with MCNA or HMO.

3.12. Provider agrees to cooperate with MCNA's Quality Management Program and all other quality improvement activities of MCNA or MCO. Provider agrees to allow MCNA access to their dental records.

3.13. Provider agrees to return any overpayment made by MCNA resulting from error in calculation of amount or review of submitted claims. MCNA reserves the right to offset overpaid amounts against future claims payments if amounts are not returned promptly.

3.14. If a provider diagnoses a case, which is beyond the scope of Dental Care Services, the provider will refer the Member to the Member's primary care provider.

3.15. Provider agrees to make necessary and appropriate arrangements to ensure the availability of services to Members on a 24 hour per day, 7 day per week basis, including arrangements to ensure coverage of members after hours or when the Dentist is otherwise unavailable.

3.16. Dentist shall ensure timely access to appointments to comply with the following: Emergency Care provided by Provider shall be available to Members twenty-four (24) hours, seven (7) days a week. Urgent care services shall be provided within forty-eight (48) hours of receipt of the request for Urgent Care services. Routine Visits shall be provided within twenty one (21) days.

ARTICLE IV

COMPENSATION

4.1. MCNA shall make payment or arrange for payment for all complete and accurate claims for Covered Services submitted by Provider in accordance with and within the time frames established by Ky. Rev. Stat. §304.17A-702, or other applicable State or federal statute or regulation. Claims shall be submitted on the appropriate claim forms within one hundred eighty (180) days of the date those services are rendered. MCNA will not be liable for claims submitted after one hundred eighty (180) days from the date those services are rendered. All claims owing under this Agreement shall be paid within thirty (30) days after receipt of a clean and complete claim, unless MCNA requests additional required information within the thirty (30) day period.

4.2. Provider shall accept MCNA compensation as provided in this Agreement as payment in full for Dental Services. Under no circumstances will Provider make any charges or claims against any Member directly or indirectly for specified services authorized by MCNA. The Provider shall look only to MCNA for compensation for Covered Services other than as provided in Section 4.5. Provider hereby agrees that in no event, including, but not limited to, non-payment by MCNA, insolvency or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member or persons acting on a Member's behalf (except MCNA) for Covered Services, except as provided in Section 4.5 herein. Provider further agrees that (i) this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Member, and that (ii) this provision supersedes any oral or written contrary Agreement now existing, or hereafter entered into between Provider, a Member, or persons acting on their behalf. This paragraph is to be interpreted for the benefit of Members and does not diminish the obligation of MCNA to make payments to Provider according to the terms of this Agreement.

4.3. Provider may recommend and directly bill Members for non-Covered Services if the Member is counseled by Provider and agrees in writing before the service is rendered about (i) the nature of the service(s) to be rendered, (ii) what other treatment options are available to the Member, (iii) that MCNA does not cover the services, (iv) that the Member will be financially responsible for the services, and (v) the Member agrees in writing to be financially responsible for the service and acknowledges in writing they have been fully informed of the aforementioned above. Further, Provider shall hold harmless MCNA for any claim or expense arising from such services.

4.4. Provider agrees that in the event of MCNA's insolvency, or other cessation of operations, or if this agreement is terminated for any reason, other than a quality of care issue or fraud, the Provider shall continue to provide services and be reimbursed in accordance with this Agreement until the active course of treatment is completed. Providers who have a valid contract with the Commonwealth to provide care under the Medicaid Program shall revert to such status in the event of insolvency or cessation of operations of MCNA. Providers who do not have such a

contract shall cooperate with the transfer of the Member and his/her dental records to dental providers who do have valid contracts.

4.5. Provider will cooperate with MCNA in coordinating benefits with other payors as follows. Provider will make a reasonable attempt to determine whether any other payor has primary responsibility for the payment of a claim for services that Provider rendered to an MCNA member. If another payor is primarily responsible, Provider will bill that payor before billing MCNA, and Provider will bill MCNA only for the difference, if any, between the payment made, or to be made, by the primary carrier and the payment rate stated in this Agreement. If, after Provider submits a claim to MCNA, MCNA determines that another payor is primarily responsible for payment of the claim, MCNA will deny the claim for Provider to bill primary carrier. MCNA will provide known information to Provider regarding primary carrier. If, after MCNA pays a claim Provider has submitted, MCNA determines that another payor is primarily responsible for all or a portion of the claim, MCNA will recover payment from Provider until Provider bills and receives payment or final denial from primary carrier. Provider agrees to cooperate with MCNA in all coordination of benefits activities.

4.6. If MCNA decides to make any changes to the Provider's fee schedule or payment for Covered Services, MCNA shall provide Provider at least ninety (90) days notice prior to the effective date of the change.

ARTICLE V

PROFESSIONAL LIABILITY INSURANCE

Provider shall maintain such professional liability, comprehensive general liability, and other insurance as shall be deemed necessary by MCNA to insure against any claim or claims for damages arising by reason of personal injuries or death occasioned, directly or indirectly, in connection with the Provider's performance of any service pursuant to this Agreement. Provider, at its sole cost and expense, shall maintain policies of comprehensive general liability, including contractually assumed liability and other insurance of the type and in the amount customarily carried by similar type entities. Upon written request, Provider shall provide proof of such coverage to MCNA. Provider shall require that each of its subcontractors performing services pursuant to this Agreement, if any, shall maintain such policies of professional liability, comprehensive general liability and other insurance as shall be deemed necessary by MCNA. This obligation shall survive the expiration or termination of this Agreement for any reason.

ARTICLE VI

RECORDS

6.1. Provider shall maintain adequate dental records relating to the provision of Covered Services to Members, in such form and containing such information as required by applicable State and Federal law and regulations and in accordance with usual and customary practices. Subject to applicable legal restrictions. Providers shall forward to MCNA in a prompt manner,

any clinical information pertaining to Members necessary for MCNA to conduct any functions specified by this Agreement. Provider shall maintain all dental records relating to Members for the greater of five (5) years or the period required under applicable Commonwealth or Federal law to maintain patient records. These obligations shall survive the expiration or termination of this Agreement.

6.2. The parties agree that all Members' dental records shall be treated as confidential so as to comply with all Federal and Commonwealth laws regarding the confidentiality of dental records. Provider specifically agrees to abide by the applicable statutes, regulations and rules regarding the confidentiality of Protected Health Information, including dental records, as mandated by the Health Insurance Portability and Accountability Act of 1996 (42 USC 1320d), as may be promulgated or amended. Provider specifically agrees to abide by the applicable statutes, regulations and rules regarding the confidentiality of dental records as mandated by the Health Insurance Portability and accountability Act (42 USC 1320d), as may be promulgated or amended. Provider specifically agrees to protect the privacy and security of member information shared in the Patient Clinical Summary. To the extent permitted by the law, Provider shall permit MCNA and appropriate Federal and Commonwealth regulatory agencies to (i) have access to Members' dental records, (ii) upon request, to inspect and copy at reasonable times any accounting, administrative and dental records maintained by Provider, relating to claims by and payments to Providers, Members' appeals and complaints, and/or relating to coordination of benefits.

6.3. Provider agrees to permit appropriate Commonwealth and/or Federal regulatory agencies, or their authorized representatives or agents, unrestricted access to books, records, and other papers relating to the provision of Covered Services rendered by or through Provider under this Agreement, to the cost thereof, to the amount of any payments received therefore from Members, or from others on Members' behalf. Additionally, Provider agrees to permit the Commonwealth to interview Provider's staff regarding the contents of any Member's dental records. Provider's obligations under this Section 6.3 shall not exceed the requirements imposed on MCNA, and its subcontractors, by the Department. Provider agrees to retain the books, records, and other papers provided for in this Agreement, for at least five (5) years from the date of their creation and that such obligation shall not terminate upon termination or expiration of this Agreement for whatever reason.

6.4. Provider agrees to cooperate with MCNA by forwarding in a prompt manner, consistent with Members' dental/medical condition, clinical information to the Member's dentist or other provider. Provider agrees to transfer the complete original or a complete acceptable copy of the dental records of any Member to another dentist or provider for any reason, including termination of this agreement upon request. The transfer of dental records shall be at no cost to either the MCNA or the Member and shall be made within a reasonable time following the request but in no event less than five (5) business days except in cases of emergency. Provider agrees that such timely transfer of dental records is necessary to ensure that continuity of care for Members.

ARTICLE VII

REGULATORY OVERSIGHT

7.1. This Agreement is subject to the requirements of the Commonwealth and the DMS. Provider agrees to cooperate with MCNA in its efforts to comply with any and all requirements and rules imposed on it by either the Commonwealth or the DMS. In addition, Provider agrees to comply with all applicable Federal and State laws, including specifically the provisions of (i) Title VI of the Civil Rights Act of 1964 (Public Law 88-352), (ii) the Federal Rehabilitation Act of 1973 (Public Law 93-112), (iii) the Americans with Disabilities Act of 1990 (Public Law 101-336), (iv) paragraphs (1-7) of Executive Order No. 11246 (the text of which is available upon request from MCNA) unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, (v) Section 6032 of the Deficit Reduction Act of 2005, (Public Law 109-171), False Claims Act, Federal Administrative Remedies for False Claims and Statements Act, and KRS 205.8451, et.seq. (relating to fraud), (vi) 42 U.S.C. 1395nn, as applicable, (vii) comply with the applicable Federal and State law regarding health care advance directives addressing the right to accept or reject life-saving medical procedures, and (viii) all amendments to each of the above and all requirements imposed by the regulations issued pursuant to such Acts. Additionally, Provider agrees to comply with the rules and regulations prescribed by the United States Department of Labor in accordance with 41 C.F.R. Parts 60-741, including the regulations recited in 20 C.F.R. Part 741. In part, these Acts provide that no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion, be excluded from participation in, or denied, any aid, care, service or other benefits provided by Federal and/or Commonwealth funding, or otherwise be subjected to discrimination.

7.2. Provider agrees to comply with Kentucky's ethics laws and further certifies that no member of or delegate of Congress, the General Accounting Office, Department of Health and Human Services, the Center for Medicare and Medicaid Services or any other Federal or Commonwealth agency will benefit financially or materially from any contract(s) Provider enters into with MCNA.

7.3. Provider agrees to notify MCNA in writing within forty-eight (48) hours or such lesser period of time as required by the applicable statute of the Commonwealth of any action, proposed action, suit or counterclaim filed against Provider pertaining to Members, MCNA or the Commonwealth which may result in legal action.

7.4. Provider agrees to permit access to the Commonwealth, Department and/or Federal regulatory agencies, or their authorized representatives or agents, at all reasonable times upon demand, to inspect all facilities maintained or utilized by Provider in the provision of Covered Services under this Agreement.

7.5. Provider agrees to report all allegations of fraud and abuse to the Office of the Inspector General in the Commonwealth's Cabinet for Health Services as well as MCNA.

ARTICLE VIII

RESOLUTION OF DISPUTES

MCNA and Provider shall both fully cooperate in resolving any and all controversies among or between said parties, their employees, agents, or representatives pertaining to their respective duties under this Agreement. Such disputes shall be submitted for resolution in accordance with the Provider Complaint and Appeal Procedures referenced in the Provider Manual.

ARTICLE IX

TERM; TERMINATION

9.1. The term of this Agreement shall commence as of the date of this Agreement and, unless earlier terminated in accordance herewith, shall continue for an initial one (1) year term. The term hereof shall be automatically renewed thereafter for successive one (1) year terms. Notwithstanding the foregoing, either party may terminate this Agreement at any time by providing at least ninety (90) days prior written notice of its intention to terminate this Agreement. If, after the date hereof, MCNA revises the Provider Manual pursuant to Section 1.13 herein or otherwise changes its operational policies pursuant to Section 2.5 herein, and Provider does not agree with such changes, Provider may exercise its right to terminate this Agreement as provided in this Section 9.1. If Provider opts to terminate this Agreement because Provider does not agree with any such new operational policies, during the interim between implementation of the new operational policies and the termination of this Agreement, Provider will not be obligated to comply with the new operational policies; provided, however, Provider must have delivered prior written notice of termination to MCNA at least ten (10) days prior to implementation of the new operational policies and the new operational policies must not be required by either the Commonwealth or the Department.

9.2. Notwithstanding the above, MCNA may terminate this Agreement immediately in the event any of the following occur:

9.2.1. In the event that Provider (or, if Provider is a group, any Group Provider) is expelled, disciplined, barred from participation in, or suspended from receiving payment under any State's Medicaid Program or the Medicare Program;

9.2.2. Upon the loss or suspension of the Provider's Professional Liability coverage as set forth under this Agreement;

9.2.3. If Provider (or, if Provider is a Group, any Group Provider) (i) fails to satisfy any or all of the credentialing requirements of MCNA, (ii) fails to cooperate with or abide by MCNA's Quality Management Program, including data reporting, or (iii) is guilty of any conduct tending to injure the business reputation of MCNA;

9.2.4. If Provider (or, if Provider is a Group, any Group Provider) is determined by MCNA to have committed one or more acts of fraud in connection with the provision of Dental Services; provided, however, that the termination under this subsection shall be held in abeyance, and the Provider shall be permitted to continue providing Dental Services to MCNA Members pending the conclusion of any appellate proceedings to which Provider is entitled under the MCNA Provider Manual.

9.2.5. Upon termination of the contract between MCNA and MCO, or MCO and DMS for any reason.

9.3. In the event that either Party commits a material breach of this Agreement, other than those described in Section 9.2, non-breaching party may terminate this Agreement by giving thirty (30) days written notice (the "Thirty Day Period") to the breaching party; provided, however, termination shall not be effective if the breach or default is corrected in a manner reasonably satisfactory to the non-breaching party within the Thirty Day Period.

9.4. In the event that Provider terminates contract, MCNA will request a list of MCNA's members who are receiving ongoing care from the Provider to be provided to MCNA no less than 60 days prior to the effective date of termination. Notification will be sent by MCNA to these members at least 30 days prior to the date of the Provider's termination.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1. The relationship among the parties is that of independent contractors. None of the provisions of this Agreement are intended to create, or to be construed as creating, any agency, partnership, joint venture, employee-employer, or other relationship.

10.2. This Agreement, being for the purpose of retaining the professional services of Provider, shall not be assigned by Provider without the express written consent of MCNA and the Department.

10.3. In the event that any provision under this Agreement is declared null or void, the remaining provisions of this Agreement shall remain in full force and effect.

10.4. This Agreement, including all Attachments, may be amended at any time by mutual written agreement of the parties. If MCNA makes any material changes to the Agreement or any attachments and exhibits thereto, including without limitation, the addition of new programs and dental plans, MCNA will provide written notice to Provider within ninety (90) days of the material change. Notwithstanding the foregoing, MCNA shall make any material changes to this Agreement or any attachments and exhibits as a result of any applicable State or federal law or regulation and applicable provision of the MCO Contract. In the event Provider wishes to opt out of any material change to the Agreement, Provider shall send written notice to MCNA no later than forty-five (45) days prior to the effective date of the material change. If MCNA makes

changes to prior authorization, precertification, notification or referral programs, MCNA will provide Provider fifteen (15) days prior notice to such change.

10.5. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the Commonwealth.

10.6. This Agreement constitutes the entire understanding and Agreement between the Parties concerning the subject matter hereof. This Agreement supersedes all prior written or oral Agreements or understandings existing between the parties concerning the subject matter hereof.

10.7. Written notices to be given hereunder shall be sent by certified mail, return receipt requested, or by an overnight delivery service which provides a written receipt evidencing delivery to the address set forth by the party. All notices called for hereunder shall be effective upon receipt. Notices shall be sent to MCNA at MCNA's administrative offices pursuant to the Provider Manual.

10.8. Each of the parties hereto agrees to cooperate with the other to carry out the purpose and intent of this Agreement, including without limitation the execution and delivery of any further Agreements or other related documents and the taking of any action as may be reasonably required to effectuate the provisions of this Agreement.

10.9. The failure of any of the parties to insist upon strict performance of any of the terms of this Agreement shall not be deemed a waiver of any of their respective rights or remedies, and shall not be deemed a waiver of any subsequent breach or default in any of the terms contained in this Agreement.

10.10. If there is any conflict between this Agreement hereto and the Provider Manual, this Agreement shall control. In the event of any conflict, however, between this Agreement and any Attachment hereto, the Attachment shall be controlling as to the product described in that Attachment. In the event of any conflicts between this Agreement, or any Attachment hereto, and the applicable MCO Contract with respect to what services constitute Covered Services, the MCO Contract shall control.

10.11. The Parties agree that the Department is a third party beneficiary of this Agreement and as such is entitled to all rights and remedies available to a third party beneficiary under the laws of the Commonwealth. No other provision of this Agreement is intended to create any third party rights or status in any person or entity.

10.12. Neither party shall disclose the substance of this Agreement nor any information acquired from the other party during the course of or pursuant to this Agreement to any third party, unless required by law. Provider acknowledges and agrees that all information relating to MCNA's programs, policies, protocols and procedures is proprietary information and further agrees not to disclose such information to any person or entity without MCNA's express written consent.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement as of the effective date written below.

Managed Care of North America, Inc.,
d/b/a MCNA Dental Plans,
a Florida corporation

By: _____
Title:
Date:

[PROVIDER]

By: _____
Title:
Date:

Kentucky Medical Assistance I.D. # _____

Kentucky Group Medical Assistance I.D.#: _____

Provider Tax I.D. #: _____

This Agreement shall be effective only if and when MCNA or its designated party has separately notified Provider of its acceptance of Provider's application.

APPENDIX A

DENTAL PROVIDER REIMBURSEMENT

See attached Provider Fee Schedule

APPENDIX B

PROVIDERS AND OFFICE LOCATIONS COVERED BY AGREEMENT

(Attach additional sheets as required)

Practice Name

Address

City, State, Zip

Phone Number

DENTAL PROVIDER(S) AT LOCATION

Name

Name

Name

Name

BILLING ADDRESS*

Address

City, State, Zip

Phone Number

*This address will be used for all correspondence with Provider(s) and notices required under this Agreement unless otherwise directed.