



Rayant Insurance Company of Pennsylvania  
A Horizon Company

## RAYANT INSURANCE COMPANY OF PENNSYLVANIA AGREEMENT WITH PARTICIPATING DENTIST Rayant - Dental Programs

This Participating Dentist Agreement ("Agreement") is entered into by and between Rayant Insurance Company of Pennsylvania on behalf of itself and its Affiliates (as defined below) (Rayant) and \_\_\_\_\_, a licensed dentist in the Commonwealth of Pennsylvania ("Dentist").

As used in this Agreement, the terms "We," "Us" and "Our" shall mean Rayant Insurance Company of Pennsylvania, or any of their Affiliates (as defined below) and the terms "You" and "Your" shall mean Dentist.

### 1. DEFINITIONS

**Affiliate** means any entity (i) that controls either Rayant Insurance Company of Pennsylvania, that is controlled by either Rayant Insurance Company of Pennsylvania or that is under common control with either Rayant Insurance Company of Pennsylvania or and (ii) which is in the business of operating and/or administering a program of dental services for Covered Patients (as defined below).

**Covered Patient** shall mean a person entitled to Eligible Dental Services under any contract which We insure, issue, underwrite, administer, or manage wholly or in participation with others pursuant to a written agreement between Us and an employer, insurer, labor union, local or state or federal agency, or other organization or entity.

**Customary** shall mean the range of Usual fees charged by most dentists of similar training and experience for the same service, and within the same specific and limited geographic or socioeconomic area.

**Eligible Dental Service** shall mean a dental service which a Covered Patient is entitled to receive pursuant to a health or dental insurance contract, subscription certificate, or benefit design program being underwritten, insured, issued, or administered by Us wholly or in participation with others pursuant to a written agreement between Us and an employer, insurer, labor union, local or state or federal agency, or other organization or entity.

**Fee Schedule Program** shall mean any of Our dental insurance programs under which You are entitled to a payment for Eligible Dental Services which is a fixed amount under the applicable Covered Patient's contract. Such fixed amount shall be a portion of a fee, which fee shall not exceed the amount which is Usual, Customary and Reasonable, as those terms are defined herein.

**Maximum Allowable Charge** shall mean the entire fee and payment in full You may receive for Eligible Dental Services provided under a UCR Program, as such UCR Program is defined herein, which fee shall be determined by Us.

**Reasonable** shall mean justified in our opinion, considering all the usual circumstances and dental complications of the particular case.

**UCR Program** shall mean one of Our dental insurance programs under which You are entitled to payment for Eligible Dental Services, which payment shall be the Maximum Allowable Charge, and which payment shall be subject to applicable copayments and deductibles.

**Usual** shall mean the amount charged by an individual dentist and collected by him or her from a majority of his or her patients.

### 2. OBLIGATIONS OF THE DENTIST

A. In Pennsylvania and any other state in which You practice You are licensed to practice dentistry. You also agree that during the entire term of this Agreement You shall maintain a current, active, unrestricted valid license to practice dentistry in the State(s) where You practice. In addition, where applicable, You shall maintain Your specialty certifications, and Your unrestricted permit and/or certification to provide general anesthesia and conscious sedation and nitrous oxide/oxygen analgesia, each granted by the Pennsylvania State Board of Dentistry, Your DEA certification, and Your medical staff privileges in good standing at any hospital. You also agree that You shall notify Us immediately in any of the following circumstances:

- (1) Your professional license in any state;
- (2) Your certification(s) to prescribe medication;
- (3) Your specialty certification, and Your Unrestricted permit and/or certification to provide general anesthesia and conscious sedation and nitrous oxide/oxygen analgesia, each granted by the Pennsylvania State Board of Dentistry or the regulatory body of any other state where You practice; or
- (4) Your medical staff privileges at any hospital;

are voluntarily or involuntarily withdrawn, restricted temporarily or permanently, or suspended actively or stayed, or revoked for any reason.

You shall also notify Us immediately if You fail to maintain required professional liability insurance and general liability insurance under this Agreement, are granted a leave of absence, resign from the medical staff of any hospital, are arrested, indicted or convicted of or plead guilty to a criminal offense regardless of the nature of the offense, or are subject to any disciplinary action by any governmental program, licensing, or hospital privileging authority.

- B. You agree that you shall maintain, at Your sole cost, professional liability insurance and general liability insurance in an amount acceptable to Us. Upon Our request, You also agree that You shall furnish Us or any other person or entity We designate, with evidence that such insurance coverage is in effect.
- C. You agree that You will abide by Our policies and procedures including, without limitation, quality assurance and related policies and procedures, as they exist today and as they may exist in the future. You acknowledge that Your failure to abide by Our policies and procedures including, without limitation, quality assurance and related policies and procedures as they exist today and as they may exist in the future shall constitute a breach of this Agreement allowing Us to terminate this Agreement or take any other action We deem appropriate. Copies are available from Us.
- D. You shall provide Eligible Dental Services to Covered Patients.
- E. You shall provide the same levels of service and appointment availability for Covered Patients as You provide for Your other patients.
- F. You shall maintain levels of infection control consistent with current standards of care as specified by but not limited to the Pennsylvania State Board of Dentistry, the Federal Centers For Disease Control and the Occupational Safety and Health Administration.
- G. You shall, during the entire term of this Agreement, maintain current, active, unrestricted permits, registrations, and certifications from appropriate state and federal agencies which govern Your storage and generation of medical waste and Your operation of radiological equipment.
- H. You hereby warrant that all auxiliary personnel under Your supervision who render those delegated and supportive dental services permitted by the Commonwealth of Pennsylvania or any other state in which you practice to Covered Patients, also maintain current, active, and unrestricted valid licenses, registrations and certificates or other applicable credentials. Should any of these licenses, registrations, certifications or other applicable credentials be withdrawn, restricted, temporarily suspended (whether stayed or active) or revoked, in Pennsylvania or in any other state, for any reason, You agree to immediately remove said individual from any and all such duties under Your Control and supervision.
- I. You shall keep accurate and current records and files related to services rendered to Covered Patients, in accordance with Our standards and in accordance with all applicable laws and regulations.
- J. You agree that any service provided to a Covered Patient under this Agreement will be discussed with and approved by the Covered Patient prior to Your performance of such service.

- K. Consistent with applicable confidentiality laws and regulations, You agree to allow Us, or Our designee, to review and copy records in Your office during regular business hours which pertain to services provided by You under this Agreement or under any prior Agreement between You and Us to provide dental services.
- L. You agree not to discriminate against any Covered Patient on account of race, religion, sex, sexual preference, handicap, age, national origin or health status.
- M. You agree to cooperate with, participate in and abide by Our decisions regarding quality assurance/quality of care review, continuous quality improvement and Covered Patient grievance programs established by Us, an Affiliate, or others for or with which we insure, issue, underwrite, administer, or manage dental service contracts.

**3. PAYMENT**

- A. If the Covered Patient is covered by a UCR Program, You agree to accept Our Maximum Allowable Charge as payment in Full, which We shall pay You, less any applicable copayments or deductibles.
- B. If the Covered Patient is covered by a Fee Schedule Program, We shall pay You the applicable amount required under the applicable Horizon Healthcare contract or program. You hereby agree that the combined payment from Us, the Covered Patient, and any other source shall not exceed Your Usual fee as that term is defined herein and as determined by Us.
- C. If the Covered Patient is not covered by either a Fee Schedule Program or a UCR Program, We shall pay you the amount required under the Covered Patient's applicable dental insurance contract, subscription certificate, or benefit design program.
- D. All of Our payments pursuant to this Agreement shall be made directly to You. We shall pay clean claims (as defined by 40 P.S. § 991.2102) and any interest thereon in accordance with the requirements of any applicable Pennsylvania law governing the prompt payment of claims.
- E. You hereby agree that in no event, including, but not limited to non-payment by Us, our insolvency or breach of this Agreement, shall You bill, charge, collect a deposit from, or have any recourse against a Covered Patient or persons other than Us for Eligible Dental Services provided pursuant to this Agreement. This provision shall not prohibit Your collection of other charges or copayments, coinsurance or deductibles made in accordance with the terms of this Agreement.

You further agree that (1) the hold harmless provision herein shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be the benefit of Covered Patients and that (2) this hold harmless provision supersedes any oral or written contrary agreement now existing or hereafter entered between You and Covered Patients or persons acting on their behalf.

**4. TERM AND TERMINATION**

- A. The term of Your Agreement with Us shall commence as of the Effective Date of this Agreement and shall continue in effect until terminated as set forth below.
- B. Either You or We may terminate this Agreement by giving 30 days written notice. Upon termination of this Agreement, Dentist shall (i) notify all Covered Patients in such Dentist's care that the Agreement has been terminated prior to provision of further services, (ii) at Our option, continue to provide, in accordance with the terms of this Agreement, Eligible Dental Services to any Covered Patients in his or her care at the time of such termination, until such Covered Patients can be transferred to the care of another dentist by Us, and (iii) provide copies of patient records, including x-rays and files, as reasonably requested by Us in order to facilitate continuity of treatment in accordance with all applicable laws and regulations pertaining to confidentiality of records.
- C. We may terminate this contract immediately for reasonable cause. Such termination shall be communicated in writing by Us. You agree that reasonable cause shall include, but is not limited to: a revocation, active or stayed suspension or restriction placed on Your professional license, certification, or registration; Your failure to maintain required professional liability insurance and general liability insurance; You being subject to a disciplinary action by a governmental program, licensing, professional registration or certification authority, or hospital privileging authority; You having restrictions placed on Your anesthesia permit or Your DEA certificate; Us having reasonable suspicion that You have committed fraud against Us; Your having misrepresented information, or Your having omitted information on Your application/attestation or other materials submitted in connection with credentialing/recertification; Your failure to meet or maintain credentialing/recertification criteria; Your being arrested, indicted, convicted of or pleading guilty to a criminal offense; Your failure to abide by the terms and conditions of this Agreement or any policies, rules and procedures established or which may be established by Us.
- D. Upon termination of this Agreement for any reason, You agree to continue to provide to any Covered Patient any Eligible Dental Services which have not been satisfactorily completed at the time of termination for which You have been paid in advance under this Agreement, until such Services are satisfactorily completed.
- E. Both parties hereby agree that, upon termination, this Agreement shall continue as if it is still in effect with respect to any Covered Patient then receiving ongoing care from You, until such time as the Covered Patient can be transferred to another participating dentist without risk of harm to such Covered Patient.

**5. GENERAL PROVISIONS**

- A. This agreement is not intended to infringe on Your freedom of choice in accepting a patient.
- B. You agree to refund promptly to Us any overpayment for Eligible Dental Services.
- C. The rights and obligations of Rayant Insurance Company of Pennsylvania or any Affiliates shall apply to each entity only with respect to that entity's benefit plans. No entity shall be responsible for, or a guarantor or indemnitor of, the obligations under this Agreement of any other affiliated entity with respect to the other affiliated entity's benefit plans.
- D. You acknowledge and agree that You have not entered into this Agreement based upon representations by any person other than Us and that no person, entity, or organization other than Us shall be held accountable or liable to You for any of Our obligations to You created under this Agreement. This paragraph shall not create any additional obligations whatsoever on Our part other than those obligations created under other provisions of this Agreement.
- E. The failure of either party to enforce or insist upon compliance with any provisions of this Agreement in any instance shall not be construed as or constitute a waiver of that party's right to enforce or insist upon compliance with such provision, rule or regulation, either currently or in the future.
- F. This Agreement may be amended at any time upon the mutual written consent of the parties. In addition, this Agreement may be amended by Us upon 60 days advance written notice to You. It is understood that You may choose to terminate the Agreement upon Your notice of Our intention to institute an amendment unilaterally.
- G. We reserve the right to subcontract or assign this Agreement or any part thereof.
- H. If any part of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
- I. Notice to You as required by the Agreement shall be sent to You at the last known address provided by You to Us.

Accepted and agreed:

RAYANT INSURANCE COMPANY OF PENNSYLVANIA

PARTICIPATING DENTIST

By \_\_\_\_\_

\_\_\_\_\_  
Dentist's Signature

Title \_\_\_\_\_

\_\_\_\_\_  
Print name above, including degree

Date \_\_\_\_\_

Date \_\_\_\_\_