

PayDent Corporation Dental Care Provider Agreement

Definitions

Price List refers to the current *Results from the American Dental Association Survey of Dental Fees*. PayDent uses the national survey as the pricing reference.

Contract Fee means the procedure prices listed in the Price List, which is eighty percent (80%) of the American Dental Association's published national average survey of fees.

Confidential Information means any documents clearly marked "Confidential," including the Price List and any patient medical information subject to HIPAA regulations.

Parties means PayDent and the dental care provider entering into this agreement.

Entire Agreement

This agreement (including any attached schedules) constitutes the complete and sole contract between PayDent and the dental care provider regarding the subject matter described herein and supersedes any and all prior or contemporaneous oral or written representations, communications, proposals or agreements not expressly included in this agreement and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral representations, communications, proposals, agreements, prior course of dealings or discussions of the parties.

Acknowledgements

License to Practice

Dental care provider represents that he or she:

- Has an active, unrestricted license to practice dentistry in the state(s) where the dental care provider is providing services under this agreement;
- Has a current DEA certificate;
- Has and shall maintain professional liability insurance, at his or her expense, covering dental care provider and his or her staff in the amount required by state law and in accordance with local dental community standards, and shall notify PayDent not more than ten (10) days after dental care provider's receipt of notice of any reduction or cancellation of such insurance; and
- Shall comply with all federal, state and local laws, regulations and professional standards related to the practice of dentistry.

Services

Dental care provider agrees to:

- Provide services identified in the Price List to patients;
- Provide the same level of standards and care to PayDent patients as all other patients
- Observe, protect and promote the rights of PayDent patients.
- Not discriminate in the treatment of any PayDent patients on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, health status or disability, or as a condition of the source of payment.

- Provide or arrange for emergency treatment on a 24-hours-a-day, 7-days-a-week basis such that patients may receive emergency care within 24 hours of calling dental care provider or within less time if treatment is medically indicated.

Program Requirements

Compensation

Dental care provider agrees to accept payment of eighty percent (80%) of the current Price List as payment in full for services rendered. The dental care provider is responsible to query the balance in the patient’s PayDent account to ensure that adequate funds are available to pay for the treatment and to place a hold on funds for treatment using his or her PayDent account access. PayDent will ensure that funds held for a particular treatment will remain available for 30 days.

If a patient does not have a sufficient balance in his or her account to cover the proposed payment, the dental care provider shall refer the patient to PayDent. PayDent will make arrangements with the patient to provide sufficient funds for treatment.

Once the dental care provider and patient have agreed that a treatment (or phase of a treatment plan) has been completed, PayDent will remit the appropriate fee directly to the dental care provider’s account as it exists on record at the time of payment.

For any services not itemized on the Price List, dental care provider shall charge eighty percent (80%) of the dental care provider’s usual fee. Reasonable additional billings for personal protective equipment (PPE) will be reviewed and paid.

Termination

Either party may terminate this agreement for any reason with 90 days’ written notice. Dental care provider shall complete any work which was started prior to the termination date. PayDent will compensate dental care provider for any such work up to the balance of patient’s account that has been placed on hold by dental care provider.

Miscellaneous

PayDent is not insurance. PayDent is responsible only for transferring available balance from patient accounts to dental care provider accounts for services rendered which are agreed complete by both patients and dental care providers. PayDent provides no assurance of any kind that payment requests that exceed the available balance in a patient account will be paid.

PayDent

Dental Care Provider

Officer

Title: _____

Date: _____

Date: _____