

**Continuous Discount Agreement**

Parties and Purpose

This agreement is between Renaissance Dental Network ("RDN") and the dentist, professional corporation, or group practice duly licensed to provide dental services ("Dentist"). RDN provides dental network management services for group and/or individual dental plans ("RDN Members"). Dentist agrees to be promoted for use by RDN Members and treated as a participating provider for RDN Members regardless of Dentist's participation, or lack of participation, in any network selected by RDN Members. For the purposes of this Agreement, Dentist shall include all licensed professionals performed at the service address of Dentist or billed under the same tax identification number as Dentist.

Dentist Compensation

Dentist agrees to charge RDN Members its usual and customary fees for services provided (without discount) regardless of whether the service is a covered benefit or not. Dentist agrees to accept a **twenty-five (25%) discount** as payment in full, including any applicable co-payments, coinsurance, or deductibles that Dentist is obligated to collect and agrees not to waive. Dentist agrees:

- A. When Dentist accepts payment from an employer, insurance carrier, plan administrator, fund, or any other entity or individual who is responsible for the payment of the claim ("Payor"), Dentist may not charge or collect from RDN Member any amount obligated to be paid by the Payor or in contradiction of any provision of this Agreement provided this does not prohibit Dentist from charging and collecting applicable co-payments, coinsurance, or deductibles.
- B. When Dentist provides dental treatment for a non-covered service, Dentist expressly agrees not to charge or collect any fees from the RDN Member in excess of its usual and customary charge minus the twenty-five (25%) discount.
- C. Dentist acknowledges that RDN shall not be liable for any payments due to Dentist including, but not limited to, claim payments from Payor or payment from RDN Members.
- D. Dentist shall not charge or collect any fees from RDN Members or Payor for completing paperwork or any late fees on amounts due from Payors.
- E. Dentist authorizes Payor to deduct from any payments due to Dentist such sums as Payor reasonably determines to be properly due and owing to Payor as a refund or payment incorrectly made to or claimed by Dentist.

Assignment

Dentist may not assign this Agreement or any rights accruing to Dentist under this Agreement to any other party without written consent of RDN. RDN may assign this Agreement to one or more affiliated entities or subsidiaries and may make other entities third party beneficiaries to this Agreement. Any such action shall be effective when Dentist receives written notice from RDN.

Non-exclusive Agreement

This Agreement is non-exclusive and RDN may enter into similar agreements with other dentists, and Dentist may enter into similar agreements with other parties.

Independent Contractor

Dentist is an independent contractor with RDN. Dentist shall maintain the customary dentist-patient relationship for eligible RDN members treated by Dentist.

Entire Agreement

This Agreement shall constitute the entire contract between RDN and Dentist and supersedes all previous agreements, whether written or oral between the parties.

Severability of Unlawful Provisions and Effect of Waiver

If any of the provisions of this Agreement are or become contrary to law, such provisions shall be inoperative, but the remainder of this Agreement shall remain in full force and effect. The waiver by either party of the breach or violation of any provision of this Agreement shall not operate as, nor be construed as, a waiver of any subsequent breach.

Termination

This agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other. This agreement will automatically terminate in the event Dentist's license to practice dentistry in the state of practice is limited in any way or if Dentist's conduct may result in immediate injury or

damage to the health, safety, or well-being of any RDN Members, subject to a final determination by RDN. All notices of termination are to be sent to the last known address of the other party with a postage prepaid and by certified mail, return receipt requested.

Changes

RDN will notify Dentist in writing of any change to the Agreement. The change will become effective immediately unless Dentist notifies RDN that the change is unacceptable. RDN will deem such a notice by Dentist as a request to terminate this Agreement.

Dentists Continued Representations and Warranties

Dentist represents and warrants that Dentist is licensed to practice dentistry in the state of practice and that such license has not been suspended, revoked, limited, or sanctioned within the past five (5) years. Dentist further represents and warrants that Dentist's staff, facilities, and any individual that may provide services covered by this agreement are licensed as required under law. All of Dentist's rights and obligations under this Agreement are conditioned on the continued maintenance of Dentist's license with no restrictions. Dentist agrees to notify RDN immediately if there is any change in the license, representations, or warranties of Dentist or any individual that may provide services under this agreement. Dentist agrees to notify RDN in writing within 10 business days of said changes.

Professional Liability Coverage

Dentist agrees to have in full force and effect during and after the term of this agreement, professional liability insurance with respect to the services provided hereunder ("Malpractice Insurance"). Dentist shall immediately notify RDN of any restrictions of such Malpractice Insurance.

Indemnification

RDN and Dentist agree to indemnify, defend, and hold harmless the other, its directors, officers, employees, agents, parents, affiliates, subsidiaries, successors, and assigns from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from, in whole or in part, any acts, errors, or omissions of the other, its employees, agents, or any contractors in performing or failing to perform under this Agreement, or any inaccuracy or breach of any representations or warranty of the parties.

Arbitration

Any disputes arising from this Agreement shall be referred and decided by binding arbitration as governed by the American Arbitration Association with each party bearing equal costs of the proceeding.

Governing Law

This Agreement shall be governed under the laws of the state of Michigan.

Dentist Signature	Date
Printed Dentist Name	License #
Office or Billing Name	Tax ID#
Address	City
State	Zip
	Phone

**Please Return by Mail or Fax to:**  
**Renaissance Dental Network**  
 1540 W. Edgewood Ave.  
 Indianapolis, IN 46217  
 Phone (888) 844-3517  
 Fax (888) 844-3518