

GROUP DENTAL SERVICE AGREEMENT

OraQuest Dental Plans

12946 Dairy Ashford, Suite 360

Sugar Land, TX 77478

281-313-7170

800-660-6064

This Group Dental Service Agreement is made and entered into this _____ day of _____, _____, by and between MNM-1997, Inc. d/b/a OraQuest Dental Plans, (hereinafter referred to as "ORAQUEST"), and _____, (hereinafter referred to as "Organization").

ORAQUEST is a Texas corporation licensed as a single health care service plan under the Texas Health Maintenance Organization Act ("the Act"), whose purpose is to operate a dental health care service plan ("the Plan"),

ORAQUEST has arranged for the services of qualified, licensed professionals and their staffs to participate in a dental plan, and

Organization desires to participate in the dental plan offered by ORAQUEST and to obtain ORAQUEST's services herein specified for and on behalf of Organization's members as defined herein.

This agreement is for a period of 12 months from the effective date of this Agreement. This Agreement shall continue in effect from year-to-year thereafter upon each and all of the terms and conditions herein contained, subject to the possible rate increase as outlined in Section 3.1 of this Agreement, unless and until modified or terminated as hereinafter provided.

This Group Dental Service Agreement, together with the Certificate of Coverage, Application for Group Dental Service, Agreement Group Participant Enrollment Form, Schedule of Benefits and any applicable Dentist Directory or other documents constitutes the entire agreement of the parties.

IN WITNESS WHEREOF, the party has affixed their signature to this Agreement.

Accepted by: Company Name

OraQuest Dental Plans

Accepted by: Authorized Representative

CERTIFICATE OF COVERAGE

OraQuest Dental Plans

12946 Dairy Ashford, Suite 360

Sugar Land, TX 77478

281-313-7170

800-660-6064

This Certificate of Coverage is intended for your information and is included as a part of the agreement between OraQuest and your Group (collectively, the “Agreement”). Please read the following information so you will know how to obtain dental care.

NOTICE: IF YOU OR YOUR FAMILY MEMBERS ARE COVERED BY MORE THAN ONE DENTAL HEALTH CARE PLAN, YOU MAY NOT BE ABLE TO COLLECT BENEFITS FROM BOTH PLANS. EACH PLAN MAY REQUIRE YOU TO FOLLOW ITS RULES OR USE SPECIFIC DENTISTS AND IT MAY BE IMPOSSIBLE TO COMPLY WITH BOTH PLANS AT THE SAME TIME. READ ALL THE RULES CAREFULLY, INCLUDING THE COORDINATION OF BENEFITS SECTION.

READ YOUR CERTIFICATE OF COVERAGE CAREFULLY – It contains important information regarding treatment for emergencies and the OraQuest Complaint and Appeal Procedures.

If you have a hearing or speech disability, please use your state Telecommunications Relay Service to contact us. This service makes it easier for people who have hearing or speech disabilities to communicate with people who do not. Check your local telephone directory for your Relay Service’s phone number.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call OraQuest Dental Plans toll-free telephone number for information or to make a complaint at:

(800) 660-6064

You may also write to:

11777 Katy Freeway, Suite 405,
Houston, Texas 77079:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning you Premium or about a claim you should contact OraQuest first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis OraQuest Dental Plans para informacion o para someter una queja' al:

(800) 660-6064

Usted tambien puede escribir a:

11777 Katy Freeway, Suite 405,
Houston, Texas 77079

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con OraQuest primero. So no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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CERTIFICATE OF COVERAGE
ORAQUEST DENTAL PLANS
GROUP PLAN

I. CONTRACT PROVISIONS

- 1.1 This Certificate of Coverage, together with the Group Dental Service Agreement, Application for Group Dental Service, Agreement Group Participant Enrollment Form, Schedule of Benefits and any applicable Dentist Directory or other documents constitutes the entire agreement of the parties.
- 1.2 There are no oral representations or agreements not embodied in this Contract.
- 1.3 This Contract may only be amended or modified in writing executed by the Organization and an authorized officer of ORAQUEST.
- 1.4 This Contract may be terminated by Organization with 60-days notice prior to renewal date.
- 1.5 Coverage may be cancelled by the Group in the case of a material change by the HMO to any provision required to be disclosed to the Group, the Contract may be canceled after not less than 30 days written notice to the HMO.

II. DEFINITIONS

- 2.1 **ACT** shall mean the Texas Health Maintenance Organization Act (Tex. Ins. Code Chapter 20A) and the applicable rules and regulations promulgated under or pursuant thereto.
- 2.2 **AGREEMENT** shall mean the Group Dental Service Agreement issued to the Organization by ORAQUEST and shall include all forms in Paragraph 1.1 of this document.
- 2.3 **APPLICATION** shall mean the Application for Group Dental Service Agreement.
- 2.4 **ELIGIBLE DEPENDENT** shall mean
 - a. the lawful spouse of any Enrolled Subscriber, and
 - b. natural children, adopted children, stepchildren, foster children, and grandchildren, any of whom are under age 25, who are unmarried, and who are chiefly dependent on an Enrolled Subscriber for support and live or work in the Service Area with either the Eligible Subscriber or spouse of Eligible Subscriber, or who live anywhere in the United States and whose coverage under a plan is required by court order.

Dependents shall be eligible for coverage on the day the Eligible Subscriber becomes a Member or on the day the Enrolled Subscriber acquires legal responsibility for such Dependent(s), whichever is later.

Coverage shall not terminate while a dependent child is and continues to be (1) incapable of self-sustaining employment by reason of physical or mental handicap; and (2) chiefly dependent upon the Enrolled Subscriber for support and maintenance, provided the Enrolled Subscriber furnishes proof of such incapacity and dependency to ORAQUEST within 31 days of the child attaining the limiting age set forth above, and every year thereafter, if requested by ORAQUEST.

- 2.5 **ELIGIBLE SUBSCRIBER** shall mean an employee, member or beneficiary of Organization who is eligible to participate in ORAQUEST under the eligibility requirements determined by Organization.
- 2.6 **EMERGENCY CARE** shall mean emergency dental services provided in a dentist's office, dental clinic, or other comparable facility, to evaluate and stabilize dental conditions of a recent onset and severity accompanied by excessive bleeding, severe pain, or acute infection that would lead a prudent layperson possessing an average knowledge of dentistry to believe that immediate care is needed.
- 2.7 **ENROLLMENT FORM** shall mean the Group Participant Enrollment Form.

- 2.8 **ENROLLED DEPENDENT** shall mean any Eligible Dependent who has become a Member as a result of the rights and privileges accorded the Enrolled Subscriber under the terms of this Agreement. Such enrollment shall be evidenced by the addition of the dependent's name on the Enrolled Subscriber's Enrollment Form.
- 2.9 **ENROLLED SUBSCRIBER** shall mean an Eligible Subscriber who has subsequently chosen to become a Member in ORAQUEST and has fully completed and submitted an Enrollment Form to Organization and Organization has subsequently notified ORAQUEST of such enrollment.
- 2.10 **FAMILY DENTIST** shall mean a dentist licensed by the Texas State Board of Dental Examiners who is under contract to ORAQUEST, and who is responsible for providing or arranging for the provision of dental services to Members of ORAQUEST.
- 2.11 **MEMBER** shall mean an Enrolled Subscriber or Enrolled Dependent in the ORAQUEST plan.
- 2.12 **MEMBER COPAYMENT** shall mean the amount paid by a Member which the Member is solely responsible for under the terms of this Agreement and the Schedule of Benefits.
- 2.13 **ORGANIZATION** shall mean an Association, Employer, Group or Other Organization to which the Eligible Subscriber belongs and has contracted with OraQuest.
- 2.14 **PLAN BENEFITS** shall mean the coverage, subject to the Limitations and Exclusions provided in the Schedule of Benefits.
- 2.15 **PROVIDER** shall mean a Family Dentist or Specialty Dentist and shall include any hygienists and technicians recognized by the dental profession who act with and assist the Family Dentist or Specialty Dentist.
- 2.16 **SERVICE AREA** shall mean the geographical areas where ORAQUEST has established and maintains Family Dentists and Specialty Dentists. These service areas consist of the counties listed below. All Family Dentist locations specified in the ORAQUEST Dentist Directory are available for both primary and emergency care services. The counties are: Angelina, Atascosa, Austin, Bandera, Bastrop, Bell, Bexar, Blanco, Bosque, Brazoria, Brazos, Burleson, Burnet, Caldwell, Calhoun, Chambers, Collin, Colorado, Comal, Comanche, Cooke, Coryell, Dallas, De Witt, Denton, Ellis, Erath, Falls, Fannin, Fayette, Fort Bend, Freestone, Frio, Galveston, Gillespie, Gonzales, Grayson, Grimes, Guadalupe, Hamilton, Hardin, Harris, Hays, Hill, Hood, Houston, Hunt, Jack, Jackson, Jasper, Jefferson, Johnson, Karnes, Kaufman, Kendall, Kerr, Lampasas, Lavaca, Lee, Leon, Liberty, Limestone, Llano, Madison, Matagorda, McLennan, Medina, Milam, Mills, Montague, Montgomery, Navarro, Newton, Orange, Palo Pinto, Parker, Polk, Rains, Real, Robertson, Rockwall, San Jacinto, San Saba, Somervell, Tarrant, Travis, Trinity, Tyler, Uvalde, Van Zandt, Walker, Waller, Washington, Wharton, Williamson, and Wilson.
- 2.17 **SPECIALTY DENTIST** shall mean a dentist licensed by the State Board of Dentistry of the State of Texas who is trained to practice in a dental specialty and is under contract to ORAQUEST to provide those specialty services to a Member of ORAQUEST. Services by a Specialty Dentist are covered benefits only if authorized by a Family Dentist and/or ORAQUEST.
- 2.18 **SUBSCRIBER FAMILY** shall mean the Enrolled Subscriber and all Enrolled Dependents of the Subscriber, all of which are Members in ORAQUEST. In the case where the Enrolled Subscriber has no Enrolled Dependents then the term Subscriber Family and the term Enrolled Subscriber have the same exact meaning, i.e. the Enrolled Subscriber is a Subscriber Family of one and is also the sole Member of the Subscriber Family.
- 2.19 **SUPPLEMENTAL PAYMENT** shall mean any fee authorized under the agreement between ORAQUEST and Provider on behalf of a Member which is in addition to the Capitation Fee normally paid to the Provider with respect to the care of that Member under the terms of this Agreement and the Schedule of Benefits.

III. PREMIUM AND ELIGIBILITY

- 3.1 **PREMIUM** As set forth in the Application, Organization shall pay ORAQUEST the appropriate monthly Premium per month per each enrolled Member, plus all applicable enrollment fees, commencing before the

date of this Agreement. Subsequent monthly Premiums will be paid by Organization to ORAQUEST each month until the anniversary due date, unless otherwise agreed to by Organization and ORAQUEST. The monthly Premium may be adjusted each month based upon the current Plan enrollment which will fluctuate due to termination and new enrollees. This Agreement shall continue in force subject to earlier termination by ORAQUEST for (a) the failure of Organization to pay the Premiums, prior to the first of the month for which coverage pertains, subject to a 30 day grace period; and (b) upon 60 days written notice, in the event Organization shall be guilty of fraud or material misrepresentation of fact in obtaining coverage hereunder or shall have otherwise materially breached this Agreement. A portion of the Premium may be paid by the Enrolled Subscriber, and if so, will be deducted from the Enrolled Subscriber's earnings by payroll deduction or otherwise paid to Organization in such manner as it may select. In all occasions, Organization shall nevertheless be fully responsible for all payments of the Premiums due under this Agreement.

With the singular exception of the initial enrollment fee, as set forth in Paragraph 3.10, this monthly Premium shall constitute payment in full of Organization's commitments under this Agreement. Organization shall send one check covering all Members to ORAQUEST at the address indicated in Section 7.4 commencing before the effective date of this Agreement, and continuing each month thereafter on said date, for the duration of this Agreement.

ORAQUEST has the right to change the rate charged with 30 days written notice.

3.2 **Provision of Plan Benefits** Organization acknowledges and understands that this Agreement provides solely and exclusively for services to be performed by a Provider who has contracted with ORAQUEST. Each Enrolled Subscriber shall select, or be assigned, as the case may be (see Eligibility List, Paragraph 3.3 below) a Family Dentist from the list of Providers furnished by ORAQUEST to Organization and Enrolled Subscriber, herein referred to as the ORAQUEST Dentist Directory. The Agreement provides for services only, is not an insurance policy and does not indemnify nor reimburse any Member or the Organization in cash, except as set forth in Paragraphs 4.6 and 4.11. Further, any service not prescribed by a Provider is not a covered service.

3.3 **Eligibility List** Organization shall be responsible for providing to ORAQUEST the names and other identifying data for each Member to be covered for the succeeding month prior to the effective date of coverage. Organization shall:

- a. Specifically identify and submit Enrollment Forms on those Members who are newly eligible and have chosen to enroll to receive Plan Benefits prior to the effective date of coverage.
- b. Specifically identify those Members who are no longer eligible to receive Plan Benefits prior to the termination date of coverage and what Subscriber Family the Member is part of.
- c. Specifically identify the Family Dentist selected by each new Subscriber Family or if the new Member is an addition to an existing Subscriber Family specify the Family Dentist already being used by the existing Subscriber Family.
- d. Should the new Subscriber Family not select a Family Dentist within the time period allowed by Organization pursuant to Organization's enrollment procedures, then ORAQUEST shall assign a Family Dentist to the Subscriber Family and notify the Enrolled Subscriber that such assignment has been made.

3.4 **Determination of Eligibility** The determination of who is eligible to participate and who is actually participating in the Plan shall be made by Organization, except in all cases Member must reside or work in the ORAQUEST Service Area, and ORAQUEST shall have the right to rely upon that determination.

Any disputes or inquiries regarding eligibility, including rights regarding renewal and the like, if any, shall be referred by ORAQUEST to Organization, which shall then advise ORAQUEST of its determination. Subject to the above, ORAQUEST guarantees that Eligible Dependents shall include those persons who are defined in Paragraph 2.5. In all events, a Member shall reside or work in the ORAQUEST Service Area in order to participate in the Plan.

Eligible Subscribers and their Eligible Dependents enjoy the right and privilege of Plan Benefits by becoming Members of ORAQUEST during the open enrollment time designated by the Organization for an effective date of this Agreement and may not terminate their coverage until the expiration of this

Agreement, except for the reasons described in Sections 3.5(a) through 3.5(d) of this Agreement. For those Eligible Subscribers of the Organization who became eligible as determined by the Organization after the effective date of this Agreement, the effective date of eligibility shall be subject to the eligibility rules of the Organization, but shall always take effect on the 1st day of a calendar month.

Newly acquired Eligible Dependents of an Enrolled Subscriber, shall be eligible for coverage on the day the Enrolled Subscriber acquires such Dependent. Eligible Dependents that are eligible during open enrollment and are not enrolled, are not eligible to join the Subscriber Family until the next open enrollment.

In the event an additional Premium is required to provide coverage for newly acquired Eligible Dependent who enroll in the Plan, the Organization must notify ORAQUEST, and any additional Premium must be paid within 31 days after the date new Member enrolls.

- 3.5 **Termination of Eligibility and Coverage** Should an Enrolled Subscriber be terminated or leave Organization, the Subscriber Family shall continue to be eligible to receive services and ORAQUEST shall continue to be due the prepayment for that Subscriber Family until ORAQUEST is notified in writing of the Enrolled Subscriber's termination. If ORAQUEST is notified in writing of an Enrolled Subscriber's termination during the month in which the termination is effective and the effective date of the termination is on or before the 15th of that month, no Premium is due ORAQUEST for the current month for the Subscriber Family from the Organization. If ORAQUEST is notified in writing of the Enrolled Subscriber's termination during the month of which the termination is effective and the effective date of the termination is after the 15th of the month, ORAQUEST shall be entitled to its monthly Premium for the Subscriber Family from the Organization for that month. In the event of termination of this Agreement, each Provider shall complete all dental procedures which have been started prior to the date of termination, pursuant to the terms of this Agreement, with the exception of any orthodontic treatment, as may be applicable. Should a Member in orthodontia treatment terminate for any reason, and at the time of termination be receiving orthodontic treatment, the Member and not ORAQUEST will be responsible for payment of the balance due for treatment performed after termination subject to the limitations of the Agreement.

Coverage under this Agreement for a Member will terminate as follows:

- a. If the Member ceases to meet the eligibility requirements, coverage will terminate on the next Premium due date following the date on which the Member ceases to meet the eligibility requirement, subject to the individual conversion privilege.
- b. If this Agreement terminates for any reason whatsoever.
- c. In the event any Enrolled Subscriber fails to make any required copayment with respect to any Member of the Subscriber Family, coverage hereunder shall terminate for the Subscriber Family 60 days after notice is given to the Enrolled Subscriber and the Organization by ORAQUEST of such failure subject to the Complaint Resolution procedures. At the effective date of such termination, Premiums received on account of such terminated Subscriber Family applicable to periods after the effective date of termination shall be refunded to the Organization and ORAQUEST shall have no further liability or responsibility with respect to such Subscriber Family.
- d. If the Member, after reasonable efforts, shall be unable to establish and maintain a satisfactory dentist patient relationship with a Provider, then the rights of such Member under this Agreement may be terminated on not less than 60 days written notice to Member and Organization, subject to the Complaint Resolution Procedures. At the effective date of such termination, prepayments received on account of such terminated Enrolled Subscriber or Enrolled Subscriber's Enrolled Dependents for the period after the effective date of termination shall be refunded to the Organization and ORAQUEST shall have no further liability or responsibility under this Agreement, with respect to such Enrolled Subscriber or Subscriber's Enrolled Dependents.
- e. If the Member commits fraud or material misrepresentation in presenting facts or information to ORAQUEST or fraud in the use of services or facilities, except as described in paragraph 3.11 of this Agreement, then the rights of such Member under this Agreement may be terminated on not less than 15 days written notice to Member and Organization, subject to the Complaint Resolution Procedures.

- f. In the event of misconduct on the part of a Member which is detrimental to the safe operations and the delivery of services provided for under this plan, then the rights of such Member under this Agreement may be terminated on not less than 15 days written notice to Member and Organization, subject to the Complaint Resolution Procedures.

Coverage under this Agreement will be terminated if the Enrolled Subscriber fail to meet eligibility requirements other than the requirement that the subscriber reside, live or work in the service, subject to the individual conversion privileges and the continuation privileges for certain Enrolled Dependents set forth below.

3.6 **Conversion Privilege And Transfer**

- a. **Conversion** If any Member ceases to meet the eligibility requirements of this Agreement, then the Member may convert his Membership to an individual Membership without furnishing evidence of insurability. In order to obtain an individual Membership, any Member eligible to convert his Membership must (i) continue to reside or work in the Service Area, (ii) submit a completed Individual Plan Enrollment Form to ORAQUEST within thirty-one (31) days after the date of termination and (iii) submit Premium payments required under such Membership. No Enrollment Fee will be required when converting from a Group Membership to an Individual Membership. The Member will be notified in writing by ORAQUEST of their effective date of coverage. Conversion privilege shall not be made available to any Member terminated for cause as detailed in this Agreement Paragraph 3.5, Items c, d, e, and f.
- b. **Transfer of Residence** If a Member changes his or her primary residence outside of ORAQUEST's Service Area, ORAQUEST is not obligated to provide an alternative provider.

3.7 **Continuation of Coverage** If under the provisions of Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Public Law 99-272, any Member is granted the right to continuation of coverage beyond the date the Member's coverage would otherwise terminate, this Agreement shall be deemed to allow continuation of coverage to the extent necessary to comply with the provisions of the applicable statutes and State Laws. The Member should contact Organization for verification of eligibility and procedures to follow.

3.8 **Effective Date of Coverage** The effective date of coverage commences on the date of this Agreement for all Eligible Subscribers and Eligible Dependents who become Members during the open enrollment. The effective date of coverage for all newborn Dependents of an Enrolled Subscriber shall be from and after the moment of birth. The effective date of coverage for those Eligible Subscribers and Eligible Dependents who become Members after the effective date of this Agreement, as determined by the eligibility rules of the Organization, or newly acquired Dependents of an Enrolled Subscriber, shall be effective upon written notification of said membership to ORAQUEST by Organization. If a Subscriber Family has an effective date of coverage, as determined by the Organization, on or before the 15th of the month, ORAQUEST shall be entitled to its monthly Premium for the Subscriber Family from the Organization for the month in which the Subscriber Family becomes covered and all subsequent months subject to the terms of this Agreement. If a Subscriber Family has an effective date of coverage, as determined by the Organization, after the 15th of the month, no Premium for the current month is due from the Organization.

3.9 **Enrollment Forms** Enrolled Subscriber shall complete and submit to ORAQUEST an Enrollment Form covering all Members within the Subscriber Family. If the Enrolled Subscriber commits fraud or material misrepresentation in applying for or obtaining coverage under this Agreement, coverage hereunder shall terminate on not less than 60 days written notice to Enrolled Subscriber and Organization, subject to the Complaint Resolution Procedures.

3.10 **Enrollment Fee** ORAQUEST shall charge an administrative set-up and enrollment fee of \$10.00 for each Member who enrolls in the Plan.

- 3.11 **Incontestability** All statements made by a subscriber on an enrollment application shall be considered representations and not warranties. The statements are considered to be truthful and are made to the best of the subscriber's knowledge and belief. A statement may not be used in a contest to void, cancel or non-renew a Member's coverage or reduce benefits unless: (i) it is in a written enrollment application signed by the Member and (ii) a signed copy of the enrollment application is or has been furnished to the Member or Member's personal representative.

VI. PLAN BENEFITS

- 4.1 **Plan Benefits** ORAQUEST and Organization agree that ORAQUEST shall provide services to Members of Organization under the Plan as set forth in the Schedule of Benefits (including exclusions and limitations) for the term of this Agreement. The Schedule of Benefits may be modified by ORAQUEST upon 30-days notice to Organization.
- 4.2 **Member Copayments and Supplemental Payments** The Schedule of Benefits sets forth the procedures which OraQuest is solely responsible for, which OraQuest and Member are each partly responsible for, and those which the Member is wholly responsible for. In no case is Organization responsible for any Member Copayment or Supplemental Payment under the terms of this Agreement. For any Supplemental Payments due Provider which are the responsibility of OraQuest, then OraQuest shall pay the Provider in accordance with the terms of payment called for by the agreement between OraQuest and Provider. Member shall pay any Member Copayments and charges for any excluded procedures, and shall make payment directly to the Provider rendering such services at the time service is rendered. Refusal to make such payments shall subject the Member to the termination provisions of Section 3.5c.
- 4.3 **Limitation on Services** Except in cases of emergency as provided herein, services are available only from Providers and as provided or arranged for by their Family Dentist, and ORAQUEST shall not have any liability or obligation whatsoever on account of any dentist, physician, hospital, or other person, institution or organization unless prior arrangements are made by ORAQUEST. See the Schedule of Benefits for specific Exclusions and Limitations.

V. SELECTION OF PROVIDER

- 5.1 **Selection of Provider** At the time of enrollment, the Eligible Subscriber will select and then designate on the Enrollment Form the Family Dentist the Subscriber Family wishes to use for services provided for herein. Thereafter, to obtain services, any Member of the Subscriber Family need only contact the selected Family Dentist. In the event an Enrolled Subscriber is dissatisfied with the designated Family Dentist and desires to transfer to another Family Dentist, or if a Family Dentist feels he is unable to establish a satisfactory patient-to dentist relationship with any of the Members in the Subscriber Family, and requests the Member be transferred to another Family Dentist, then the Enrolled Subscriber or the Dentist may request of ORAQUEST that the Member's eligibility be removed from the Subscriber Family or that the Subscriber Family be assigned to another Dentist. Member may not change Family Dentist more than four times in any 12 month period.
- 5.2 **Providers** ORAQUEST shall contract with Providers at appropriate locations within its Service Area to provide services to Members. Organization recognizes that the establishment and location of all Providers are within the sole discretion of ORAQUEST and ORAQUEST shall make the sole determination of the location and establishment of all such Providers. In the event that a Provider no longer contracts with ORAQUEST for whatever reason, ORAQUEST will allow the Subscriber Family to select a new Family Dentist or will transfer Subscriber Family to another existing Family Dentist under the Plan and will so notify Enrolled Subscriber. A list of the names, addresses and telephone numbers of the Providers under the Plan is included in the ORAQUEST Dentist Directory, which will be furnished by ORAQUEST to Members.

Services covered under this Plan are available from a Family Dentist or Member may be referred by the Family Dentist to a ORAQUEST Specialty Dentist if the services of a Specialty Dentist are required. Member may also go directly to a Specialty Dentist in the OraQuest Network without a referral from Member's Family Dentist.

- 5.3 **Member/Provider Relationship** It is expressly understood that the relationship between the Member and the Provider rendering services or treatment shall be that of an independent professional relationship between the Member and Provider. The Provider shall be solely responsible without interference from ORAQUEST or Organization, to the Member for all services or treatment within the professional relationship. The Provider shall have the right to refuse treatment to Member who continually fails to follow a prescribed course of treatment, refuses to pay applicable co-payments, who uses the relationship for illegal purposes, or makes the professional relationship burdensome.
- 5.4 **Provider Facilities** It is understood and agreed that the operation and maintenance of the Provider's facilities, equipment and the rendition of all professional services shall be solely and exclusively under the control and supervision of the Provider, including all authority and control over the selection of staff, supervision of personnel, operation of the professional practice, and/or the rendition of any particular professional service or treatment.

VI. EMERGENCY SERVICES

- 6.1 **Emergency Services** ORAQUEST shall provide emergency dental services 24 hours a day, 7 days a week. Examples of an emergency include broken teeth, displaced fillings or crowns, and abnormal pain or infection resulting from oral surgery.
- 6.2 **Emergencies occurring inside the Service Area.** In the event the Member is in the OraQuest Service Area and in need of emergency dental services, the Member should first attempt to contact Member's selected Family Dentist who will make arrangements for such emergency dental services. If the Member's Family Dentist is unavailable, the Member may obtain emergency dental services from any dentist. OraQuest will reimburse the Member or Dentist for such emergency dental services only, at the negotiated or usual and customary rate without regard to whether the dentist furnishing the services has a contractual or other arrangement with OraQuest to provide items or services to Members, subject to any applicable copayment, limitations, or exclusions, including the reimbursement provisions below.
- 6.3 **Emergencies occurring outside the Service Area.** In the event the Member is not in the OraQuest Service Area and is in need of emergency dental services, the Member should contact any licensed dentist for emergency services. OraQuest will reimburse the Member or Dentist for such emergency dental services only, at the negotiated or usual and customary rate without regard to whether the dentist furnishing the services has a contractual or other arrangement with OraQuest to provide items or services to Members, subject to any applicable copayment, limitations, or exclusions, including the reimbursement provisions below.
- 6.4 **Reimbursement** Payment or reimbursement for Emergency Dental Services provided by dentists that have not contracted with OraQuest to provide services under the Plan, will be subject to the following additional conditions:
- (1) The Member must notify the Plan of his condition and the service arrangements within 48 hours after the onset of the dental emergency and receive authorization for continued services if they are indicated. If the Member's physical condition does not permit such notification within the prescribed time, he must make the notification as soon as it is reasonably possible to do so.
 - (2) The request for reimbursement must be made in writing within 30 days of the onset of the dental emergency for which payment is requested, accompanied by invoices or other appropriate evidence of payment.
 - (3) Failure to furnish proof within the required time shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time, provided proof is furnished as soon as reasonably possible.

OraQuest will acknowledge your claim for emergency services within 15 days and accept, deny, or request additional information within 15 business days of receipt. If OraQuest accepts your claim, reimbursement for all appropriate emergency services will be made within 5 days of acceptance.

VII. COMPLAINT RESOLUTION PROCEDURES

7.1 Complaint Procedures

A “Complaint” is a Member’s written or oral dissatisfaction about an aspect of OraQuest’s operation including, but not limited to, dissatisfaction with OraQuest’s plan administration, the procedures, denial, reduction or termination of a service for reasons not related to medical necessity, disenrollment decisions, or the way a service is provided.

A Complaint does not include (a) a misunderstanding or problem of misinformation that can be promptly resolved by OraQuest by clearing up the misunderstanding or by supplying the correct information to the Member’s satisfaction-

If the Member notifies OraQuest orally or in writing of Member’s complaint, no later than the 5th business day after OraQuest receives the complaint, OraQuest will send Member a letter acknowledging the date OraQuest received the complaint. If OraQuest is notified orally, OraQuest will send Member a one-page Complaint Form that must be returned to OraQuest for prompt resolution of the complaint.

If Member’s complaint involves an emergency, OraQuest will resolve the complaint no later than one business day after OraQuest receives the complaint. If the complaint does not involve an emergency, OraQuest will resolve the complaint no later than 30 business days after OraQuest receives the complaint. OraQuest will send Complainant a letter notifying Complainant of OraQuest’s resolution of the complaint.

7.2 Appeals to OraQuest

If OraQuest does not resolve the complaint to the satisfaction of the Member, the Member has the right to appeal OraQuest’s decision to the OraQuest complaint appeal panel. The Member may appeal by: (a) appearing in person before the complaint appeal panel where Member normally receives dental services or at a different location to which Member agrees; or (b) presenting a written appeal to the complaint appeal panel. When Member appeals a complaint:

- (a) OraQuest will send an acknowledgement letter to Member within 5 business days after the date OraQuest receives Member’s request for an appeal.
- (b) OraQuest will appoint members to the complaint appeal panel, which advise OraQuest on the resolution of the appeal. The members of the complaint appeal panel cannot have been involved with the Member’s complaint in the past. The complaint appeal panel will include an equal number of OraQuest’s staff, dentists or other providers and enrollees.
- (c) Not later than the 5th business day before the complaint appeal panel meets, OraQuest will provide to Member or Member’s designated representative:
 - (1) Any documentation which will be presented by OraQuest to the complaint appeal panel;
 - (2) The specialization of any Dentist or provider consulted during the investigation of Member’s appeal; and
 - (3) The name and affiliation of each of the members of the OraQuest complaint appeal panel.

Member, or Member’s designated representative, if Member is a minor or disabled, has the right to:

- (a) appear in person before the complaint appeal panel;
- (b) present alternative expert testimony; and
- (c) request the presence of, and to question, any person that was involved in making the prior determination that resulted in Member’s appeal.

OraQuest will complete the appeals process not later than the 30th calendar day after OraQuest receives Member’s appeal. OraQuest’s final decision will include a statement of the specific medical determination, clinical basis, and contractual criteria used to reach the final decision.

Investigation and resolution of appeals involving ongoing emergencies will be concluded in accordance with the medical immediacy of the case but no later than 1 business day after Member's request for appeal. At Member's request, OraQuest will provide, instead of a complaint appeal panel, a review by a dentist or provider who has not previously reviewed the case and who is of the same or similar specialty as ordinarily manages the dental condition, procedure, or treatment under appeal. The dentist or provider reviewing the appeal may interview Member or Member's designated representative and will make a decision on the appeal. Initial notice of the decision on the appeal may be delivered orally to Member but will be followed by a written notice of the determination within 3 days.

7.3 Filing Complaints with the Texas Department of Insurance

Any person, including persons who have attempted to resolve complaints through OraQuest's complaint process and who are dissatisfied with the resolution, may report an alleged violation to the Texas Department of Insurance, PO Box 149091, Austin, Texas 75714-9091.

The Commissioner of Insurance will investigate a complaint against OraQuest to determine compliance with insurance laws within 60 days after the Texas Department of Insurance receives Member's complaint and all information necessary for the Department to determine compliance. The commissioner may extend the time necessary to complete an investigation in the event any of the following circumstances occur:

1. Additional information is needed;
2. An on-site review is necessary;
3. OraQuest, the dentist or provider, or Member do not provide all documentation necessary to complete the investigation; or
4. Other circumstances beyond the control of the department occur.

VIII. PLAN ADMINISTRATION

- 8.1 **Notices to Members** Whenever ORAQUEST is obligated to give any notice to Members with regard to any matters covered by this Agreement, the Act or any regulations issued pursuant thereto, it shall be sufficient for ORAQUEST to give such notice to a representative of Organization designated in writing to ORAQUEST. Organization shall then be obligated to give that notice to the Enrolled Subscribers in its next regular communication.
- 8.2 **Distribution of Plan Materials** With respect to the distribution of all materials, it shall be sufficient for ORAQUEST to deliver the materials for distribution to the Organization. Organization shall be responsible to distribute such materials to Eligible or Enrolled Subscribers as the case may be.
- 8.3 **Membership Cards** ORAQUEST shall issue two Membership Cards to each Subscriber Family who enrolls in the Plan at the inception of this Agreement and to any additional Subscriber Family as they join the Plan during the term of this Agreement. Each Membership Card shall show the Enrolled Subscriber's name, Plan Number, and designated Family Dentist. Any person receiving services or benefits to which he is not then entitled pursuant to the provisions of this Agreement shall be charged the Provider's normal charge.
- 8.4 **Reports and Records** ORAQUEST is entitled to receive from any Provider of services to a Member information reasonably necessary in connection with the administration of this Agreement but subject to all applicable confidentiality requirements. By acceptance of coverage under this Agreement, Enrolled Subscriber, for himself, and for all Enrolled Dependents covered hereunder, authorizes every Provider rendering services hereunder to disclose all facts pertaining to such case and treatment, and to the physical condition of a Member, to ORAQUEST upon request, and render reports pertaining to the same, and permit copying of records by ORAQUEST, as permitted by law.

- 8.5 **Refusing Treatment** A Member may, for personal reasons, refuse to accept procedures, medicines, or course of treatment recommended by a Provider. If such Provider (after a second provider's opinion, if requested by the Member) believes that no professionally acceptable alternative exists, and if after being so advised, the Member still refuses to follow the recommended treatment or procedure, the Member will be given no further treatment for the condition involved. In that case, neither the Provider nor ORAQUEST will have further responsibility to provide benefits available for such condition. ORAQUEST will provide written notice to the Member of a decision not to give further treatment for a particular condition. This decision is subject to the Complaint Resolution Procedures.
- 8.6 **Assignment of Benefits** All rights of Members to receive benefits hereunder are personal to Members and may not be assigned to anyone else.

IX. GENERAL PROVISIONS

- 9.1 **Indemnity** ORAQUEST shall defend, indemnify and hold Organization harmless from and against any and all injuries, claims, demands, liabilities, suits at law or in equity, or judgments of any nature whatsoever, which Organization, its employees, representatives, agents or third parties may sustain or incur by reason of any act, neglect, default, alleged malpractice or inadequate care or service rendered to the Member by any Provider.
- 9.2 **Renewal** ORAQUEST and the Organization may renew this Agreement at the end of the term hereof, and by mutual consent modify or alter this Agreement; provided, however, that said modifications, amendments, alteration or renewals shall be in writing, duly executed by both parties hereto, and attached to this Agreement. However, ORAQUEST may amend this Agreement due to changes required by the Act or other legislation.
- 9.3 **Waiver** The waiver by either party of one or more defaults, if any, under this Agreement shall not be construed to operate as a waiver of any other or future default, either in the same condition or covenant or any other condition or covenant contained within this Agreement. No agent or other person, except an officer of ORAQUEST, has authority to waive any conditions or restrictions of this Agreement, to amend this Agreement, to extend the time for making a payment, or to bind ORAQUEST by making any promise or representation or by giving or receiving any information. No change in this Agreement shall be valid unless evidenced by an endorsement on it signed by one of the aforesaid officers.
- 9.4 **Notice** Whenever it becomes necessary for either party to serve notice on the other in respect of this Agreement, such notice shall be in writing and shall be served certified mail return receipt requested, addressed as indicated below:
- A. If addressed to ORAQUEST, it shall be addressed as follows:
OraQuest Dental Plans
12946 Dairy Ashford, Suite 360
Sugar Land, TX 77478
- B. If addressed to Organization, it shall be addressed as indicated in the Application.
- 9.5 **Telephone Number** The telephone number of ORAQUEST is (281) 313-7170 or (800) 660-6064.
- 9.6 **Terms** Throughout this Agreement, the singular shall include the plural and the plural the singular; the masculine shall include the neuter and feminine; and the neuter shall include the masculine and feminine.
- 9.7 **Invalidity** If any provision of this Agreement is held to be illegal or invalid for any reason, such decisions shall not affect the validity of the remaining provisions of this Agreement, and such remaining provisions shall continue in full force and effect unless the illegality and/or invalidity prevent the accomplishment of the objectives and purposes of this Agreement.
- 9.8 **Conformity** If any provision of this Agreement or certificate does not conform with the Act or other applicable laws this Agreement shall not be rendered invalid but shall be construed and applied as if it were in full compliance with the Act and other applicable laws.
- 9.9 **Assignment** Organization covenants and agrees that it will not sell, assign, or transfer this Agreement without the specific written consent of ORAQUEST and any such sale, assignment, or transfer shall be null and void and shall act as a default of this Agreement. ORAQUEST's consent to any one sale, assignment or transfer shall not waive its right with respect to declining to consent to any other sale, assignment or transfer. Regardless of any merger or acquisition which impacts Organization, this Agreement shall remain in force with the surviving entity for the balance of the contract period.
- 9.10 **Acknowledgment** Each of the parties acknowledges that it has read this Agreement, understands its contents and executes this Agreement voluntarily.
- 9.11 **Authority** Organization represents it has the authority under applicable law and its charter instrument to execute this Agreement and has passed all necessary resolutions giving it the authority to do so.

- 9.12 **Non Solicitation** Organization covenants and agrees it will not solicit, use, engage or contract directly for dental services with any ORAQUEST Provider for use in any manner whatsoever during the term of this Agreement.
- 9.13 **Workers' Compensation** This Agreement is not in lieu of and does not affect any requirement for coverage by Worker's Compensation.
- 9.14 **Coordination of Benefits** The value of any benefits or services provided under this Agreement may be coordinated with any other type of group insurance plan or coverage under governmental programs pursuant to the requirements of the Texas Insurance Code and rules promulgated by the Texas Department of Insurance.
- 9.15 **Subrogation** Subrogation seeks to shift the expense for injuries suffered by Members to those responsible for causing them. In return for ORAQUEST providing benefits for injuries, ailments, or diseases caused as a result of the negligence or willful act of a third party, each Member agrees to assign to ORAQUEST the right of recovery against such third party to the extent of benefits received from or through ORAQUEST, plus costs of suit and attorneys' fees.
- 9.16 **Governing Law and Venue** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and shall have as its exclusive venue the State of Texas, County of Harris and City of Houston for legal proceedings of any kind that may arise by reason of this Agreement.
- 9.17 **Circumstances Beyond ORAQUEST's Control** In the event that due to circumstances not reasonably within the control of ORAQUEST, such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, disability of a significant part of dental Providers, or similar causes, the rendition of dental services hereunder is delayed or rendered impractical, neither ORAQUEST, nor any Provider shall have any liability or obligation on account of such delay or such failure to provide services.
- 9.18 **Major Disaster or Epidemic** In the event of any major disaster or epidemic, Provider shall render dental services insofar as practical according to their best judgment, within the limitations of such facilities and personnel as are then available but neither ORAQUEST nor Provider shall have any liability or obligation for delay or failure to provide dental services due to lack of available facilities or personnel if such lack is the result of such disaster.
- 9.19 **Non-retaliation** OraQuest will not take any retaliatory action such as refusing to renew or canceling Coverage against the Member or the Group because the Member, the Group or any person acting on the Member's or the Group's behalf, has filed a complaint against OraQuest or appealed a decision by OraQuest.