HAWAII MEDICAL SERVICE ASSOCIATION
DENTAL HEALTH MAINTENANCE ORGANIZATION
DENTAL INDEPENDENT NETWORK (DIN) PROVIDER AGREEMENT

This Agreement dated ________________, is between Hawaii Medical Service Association or its
designee (“HMSA”), and ________________. (“Dental Care Provider”).

RECITALS

A. HMSA has created one or more Dental HMO product(s) (the “Plan(s)”).

B. HMSA desires to contract with an individual Dentist to provide and/or arrange for the provision of
Benefits in accord with this agreement.

C. Dental Care Provider has completed the application, site visit, and credentialing process, and desires
to contract with HMSA to provide services as described in Paragraph B above.

D. Dental Care Provider and HMSA have entered into an agreement entitled “Participating Dentist
Agreement” under which Dental Care Provider agrees to provide professional services to HMSA
Members. That agreement shall remain in effect for all HMSA Members other than Dental HMO Plan
Members. This Agreement is not intended to amend or otherwise affect the “Participating Dentist
Agreement.”

I. DEFINITIONS

1.1 Terms used throughout this Agreement are defined as follows:

Accidental Injury - definite trauma resulting from a sudden, unexpected and unplanned event,
occurring by chance, caused by an independent external source.

Beneficiary - either a Member or a Dependent.

Benefits (Covered Services) - those Dental Care Services which a Beneficiary is entitled to
receive pursuant to the terms of their Plan Certificate.

Copayment - an amount which a Beneficiary is required to pay for certain Benefits as set forth in
the Beneficiary's Plan Certificate.

Dental Care Provider - means the provider named on page 1 of this Agreement.

Dental Care Services - necessary treatment on or to the teeth or gums whether or not caused by
accidental injury, including any appliance or device applied to the teeth or gums and necessary
dental supplies furnished incidental to Dental Care Services.

Dependent - a Member's spouse or child who is enrolled as a dependent in accord with HMSA
requirements and accepted as a dependent under the Member's plan by HMSA, who is not
covered for Benefits as a Member, and has maintained membership in accord with the Plan
Certificate.

Dues - the monthly prepayment that is made to HMSA on behalf of each Beneficiary.
Eligibility List - the list of Beneficiaries, determined by HMSA to be eligible for Benefits, and for whom Plan Providers are compensated.

Eligible Charge – The Eligible Charge for a Covered Service is the lower of the actual charge as shown on the claim or the charge listed for the service in HMSA’s Schedule of Maximum Allowable Charges (“Schedule”). For a Covered Service that does not have a charge listed in the Schedule, HMSA will in good faith establish the Maximum Allowable Charge. HMSA reserves the right to adjust the charges listed in the Schedule upon 60 days’ written notice to Participating Dentist. Factors considered by HMSA in establishing Maximum Allowable Charges or in making adjustments to the charges may include, but are not limited to, changes in the Honolulu Consumer Price Index (All Items), cost of providing dental care, relative complexity of the service, payments for the service under other private insurance programs, and the competitive environment. The Eligible Charge does not include general excise tax or any other tax.

Member – A person who meets applicable eligibility requirements and is enrolled in a Plan.

Necessary Dental Services - Necessary Dental Services include only those which have been established as safe and effective and are furnished in accordance with generally accepted professional standards to prevent or treat a dental disease or injury, and which, as determined by HMSA, are:

1. consistent with the symptoms or diagnosis; and
2. not furnished primarily for the convenience of the patient, the attending Dentist or other provider; and
3. furnished at the most appropriate level which can be provided safely and effectively to the patient.

Plan(s) - HMSA HMO dental product(s).

Plan Certificate - the document issued by HMSA to the beneficiary that establishes the Benefits which Beneficiaries are entitled to receive from HMSA.

Surcharge - an additional fee not provided for in the Plan Certificate which is charged to a Beneficiary for Dental Care Services.

Treatment in Progress - Partially completed dental procedures including prepped teeth, root canals in process of treatment, and full and partial denture cases after final impressions have been taken. Ongoing orthodontic cases are not considered Treatment in Progress under this definition.

II. DENTAL CARE PROVIDER OBLIGATIONS

2.1 HMSA may develop new Plans during the term of this Agreement. Throughout the term of this Agreement and except as set forth in Paragraphs 2.6 and 2.14, Dental Care Provider shall accept all Plan Beneficiaries who select Dental Care Provider including Beneficiaries from Plans developed after the effective date of this Agreement.

2.2 Benefits. Dental Care Provider shall provide or arrange for all General Dentistry Services covered by the Beneficiary’s Plan Certificate. Dental Care Provider shall manage the care and referral of the member to specialists.

2.3 Availability. Dental Care Provider shall ensure that Benefits are readily available during regular business hours and that emergency services are available. Dental Care Provider shall provide or make provision for such services in the same manner, in accord with the same standards, and within the same time availability as such services are provided to other patients.
2.4 **Standard of Care.** Dental Care Provider shall comply with all applicable federal and state laws, licensing requirements and professional standards and shall provide Benefits in accord with generally accepted dental practices and standards prevailing in the applicable professional community at the time of treatment.

2.5 **Dental Care Provider Licensure.** Dental Care Provider warrants and represents as a material term of this Agreement that Dental Care Provider and all those who provide Dental Care Services to Beneficiaries pursuant to arrangements made by Dental Care Provider in accord with Sections 2.2, are and will continue to be as long as this Agreement remains in effect, the holder of a currently valid, unrestricted professional license to practice in the State of Hawaii.

2.6 **Capacity.** Dental Care Provider shall provide Covered Services to all Plan Beneficiaries who have selected Dental Care Provider and seek Covered Services from Dental Care Provider except as set forth in Article V of this Agreement. The maximum amount of Plan Beneficiaries is negotiable. Dental Care Provider agrees that HMSA shall have no obligation to guarantee any minimum number of Beneficiaries to Dental Care Provider. Dental Care Provider shall accept all Beneficiaries who have selected Dental Care Provider up to the mutually agreed upon maximum number.

2.7 **Facilities and Equipment.** Dental Care Provider shall provide and maintain facilities and equipment which are of adequate capacity, clean, safe, readily accessible to Beneficiaries, where appropriate, properly licensed and/or registered in accordance with all applicable State and Federal laws. Dental Care Provider shall allow site visits by HMSA.

2.8 **Grievance Procedures.** Dental Care Provider shall make good faith efforts to promptly resolve grievances brought by Beneficiaries regarding services provided by Dental Care Provider. Dental Care Provider shall cooperate with HMSA in identifying, processing and resolving all Beneficiary complaints and grievances.

2.9 **Verification of Eligibility.** Dental Care Provider shall verify a Beneficiary's eligibility to receive Benefits by requesting the Beneficiary to present HMSA identification card and by checking the Eligibility List provided by HMSA in accord with this Agreement, by calling into HMSA's Membership Connection Line, and if available, verify eligibility through Hawaii Healthcare Information Network (HHIN). For patients claiming enrollment in the Plan, but verification through normal procedures are not obtainable, Dental Care Provider shall confirm eligibility by contacting HMSA's Dental Services Unit.

2.10 **Required Disclosures.** Dental Care Provider shall notify HMSA immediately in writing upon the occurrence or disclosure of any of the following events:

(a) Dental Care Provider's license to practice in Hawaii is suspended, evoked, terminated or subject to terms of probation, conditions or restrictions; or becomes the subject of a settlement agreement with the Board of Dental Examiners.

(b) Dental Care Provider becomes the subject of any disciplinary proceeding or action before the Board of Dental Examiners or a similar agency in any state; or

(c) Dental Care Provider is convicted of a fraud or felony; or

(d) An act of nature or any event beyond Dental Care Providers' reasonable control occurs, which substantially interrupts all or a portion of the Dental Care Provider's practice or which has a materially adverse effect on Dental Care Provider's ability to perform its obligations hereunder; or
(e) Dental Care Provider fails to maintain the insurance coverage required under Article VIII of this Agreement, or to replace coverage which is canceled or terminated, as specified therein; or

(f) A complaint in State or Federal court is filed or threatened against Dental Care Provider by a patient treated by Dental Care Provider or representative of such a patient treated by Dental Care Provider or representative of such a patient, or a settlement is entered into to resolve a dispute between Dental Care Provider and a patient or representative of a patient.

(g) There is a change in Dental Care Provider's business address; or

(h) Dental Care Provider is planning to terminate the dental business, becomes insolvent, or is planning to declare bankruptcy; or

(i) Any other situation arises which could reasonably be expected to affect Dental Care Provider's ability to carry out his/her obligations under this Agreement.

(j) Dental Care Provider's contract with an insurer, plan, dental group, or other similar arrangement is terminated due to concerns regarding quality of care, or Dental Care Provider is barred from participation in Medicare or Medicaid for any amount of time.

2.11 Quality and Utilization Management.

(a) Dental Care Provider shall participate in the Dental HMO Network Quality Assurance Program ("Program") developed by HMSA. Dental Care Provider may be asked to participate on one or more of the committees established by the Program. The Program shall include but is not limited to committees which address:

1. Patient and provider grievance procedures
2. Customer satisfaction surveys
3. Utilization review
4. Office audits
5. Patient rights and responsibilities
6. Credentialing and recredentialing
7. Quality assurance report cards and other quality assurance activities.

(b) Upon written request, Dental Care Provider shall make any records of its quality assurance and utilization review activities pertaining to the Beneficiaries available to HMSA.

2.12 Dentist Profile Information. Dental Care Provider agrees that any Dentist profile information relating to specific practice patterns and disclosed to him/her by HMSA will be treated as strictly confidential information and will not be disclosed to any person or entity. Dental Care Provider agrees to defend, indemnify and hold HMSA harmless from any claims, suits and liabilities arising out of any claim that the profile information was improperly disclosed or misused. Dental Care Provider's obligation to indemnify HMSA shall survive any termination of this Agreement.

2.13 Other Plan Participation. Dental Care Provider shall notify HMSA of current participation in any other dental HMO plans. Dental Care Provider agrees to notify HMSA 30 days prior to contracting with any other dental HMO plans.

2.14 Termination of the Dentist Patient Relationship. Dental Care Provider may terminate its professional relationship with a Beneficiary if the Beneficiary is disruptive, unruly, or abusive to the extent that the ability of Dental Care Provider to provide services to the Beneficiary or other Beneficiaries is seriously impaired. Dental Care Provider may also apply its standard policies regarding non-paying Beneficiaries, provided they are consistently applied to all patients. In each instance, however, Dental Care Provider shall first exhaust all grievance procedures established pursuant to Paragraph 2.11(a). If grievance procedures fail to resolve the issue, Dental Care
Provider may terminate its relationship with the Beneficiary by providing a written request for termination to HMSA describing the circumstances and reasons for such termination. If approved by HMSA, Dental Care Provider shall give the Beneficiary at least fifteen days written notice of the termination of the provider patient relationship. Dental Care Provider may not terminate its relationship with a Beneficiary because of such Beneficiary's medical or dental condition, or the amount, variety, or cost of services that are required by the Beneficiary.

2.15 **Referral Process.** Dental Care Provider shall contact HMSA’s Dental Servicing Unit to report referrals for care by a specialist prior to services being rendered by the specialist. Dental Care Provider shall utilize HMSA’s Dental HMO Specialty Panel for all referrals unless authorized otherwise by HMSA’s Dental Consultant. Dental Care Provider shall comply with all terms and conditions of HMSA’s Dental Referral Process.

2.16 **Dental Care Provider List.** Dental Care Provider shall use its best efforts to notify HMSA a minimum of thirty (30) days in advance of any change in his/her name, specialty, address and telephone number. Dental Care Provider agrees that HMSA may list his/her name, specialty, address and telephone number of Dental Care Provider in HMSA publications provided to Plan employees, Providers, Beneficiaries and Contractholders and may use such information in advertising and marketing materials.

2.17 **Claims.**

(a) **Submission of Claims** - Dental Care Provider shall submit claims to HMSA using HMSA approved claim forms or, if submitting claims electronically, follow the procedures, guidelines, specifications, and requirements prescribed by HMSA for submission of claims on magnetic tape, magnetic diskette or by means of telecommunications.

(b) **HMSA Procedure Codes** - Dental Care Provider shall use the diagnosis and procedure codes prescribed by HMSA in submitting claims to HMSA.

(c) **Claims Submission Time Requirements** - Dental Care Provider shall submit claims to HMSA within 30 days after completion of services. No payment will be made on any claim submitted more than 180 days after the last day on which the services covered by the claim were rendered nor shall Dental Care Provider collect payment from HMSA HMO members for any such services. Dental Care Provider’s right to request a review or redetermination of any claim payment by HMSA shall expire 180 days from the date HMSA processed the claim, and any right to request arbitration or to initiate litigation concerning the same, shall expire 180 days from the date the final decision of the review is rendered.

### III. HMSA OBLIGATIONS

3.1 **Payment.** HMSA shall pay Dental Care Provider directly for Benefits in accordance with Article IV of this Agreement.

3.2 **Identification Cards.** HMSA shall issue Plan identification cards to Beneficiaries.

3.4 **Dental Services Management ("DSM").** HMSA shall make available a selection of administrative services and support products to Dental Care Provider. The terms of provision of DSM services shall be set forth in separate agreement(s) between HMSA and Dental Care Provider which may contain provisions for payment by Dental Care Provider and other terms.

### IV. COMPENSATION

4.1 **Interim Prepayment.** Except as otherwise provided in this Article IV, HMSA shall make advance payment of 90% of HMSA’s eligible charge to the participating Dental Care Provider less applicable copayments for covered services under the Beneficiary’s Dental HMO Plan.
4.2 Capitation. When Dental Care Provider achieves enrollment of 500 or more Dental HMO Beneficiaries, Dental Care Provider's reimbursement shall be made through monthly capitation payments. Accordingly, an amendment and capitation schedule shall be provided by HMSA.

4.3 Copayments. Dental Care Provider shall diligently pursue and have sole responsibility for collection of any applicable Copayments from Beneficiaries and shall in no event offer, publicize or advertise any waiver or other reduction of any Copayments, unless specifically authorized in writing by HMSA. All Copayments shall be as specified in the Plan information to be provided by HMSA and the amounts of the Copayments which Dental Care Provider is authorized to collect from the Beneficiary shall not exceed the amounts so specified.

4.4 Prohibition Against Beneficiary Billings and Collections. Dental Care Provider agrees to accept payments in accord with Paragraph 4.1 as payment in full for Benefits and not to seek from the Beneficiary any Surcharge or other additional payment not provided for in the Beneficiary's Plan Certificate regardless of whether or not payment is received from HMSA. Whenever HMSA receives notice of such Surcharges it shall take appropriate action. Beneficiaries shall not be liable to Dental Care Provider for any sums owed to Dental Care Provider by HMSA. This prohibition shall not apply to Copayments or third party collections in accord with the applicable Plan information provided by HMSA and Paragraph 4.5.

4.5 Non-Covered Services. If there is a medically appropriate Covered Service to treat a Member's condition and the Member elects to receive a medically appropriate noncovered service listed in the Provider Handbook, HMSA will make payment based on the Eligible Charge of the Covered Service. Participating Dentist may collect from the Member the difference between HMSA's payment and the Participating Dentist's charge.

4.6 Coordination of Benefits and Third Party Collections. Participating Dentist shall cooperate with HMSA for the proper coordination of benefits and in the identification and collection of third party payments such as those from workers' compensation, other dental insurance, auto insurance, and other third party liability sources.

4.7 Individual Dental HMO Plans. Dental Care Provider shall accept, from an Dental HMO Individual Plan Beneficiary, the “special member rate” copayments as payment in full.

V. HOLD STATUS

5.1 If either party determines that the Dental Care Provider is approaching maximum capacity as set forth in Paragraph 2.6 of this Agreement, they may choose to close the Dental Care Provider to new enrollment in accord with the following:

(a) If Dental Care Provider determines that the office is approaching maximum capacity, it may close the office to new enrollment upon thirty (30) days written notice to HMSA.

(b) If HMSA reasonably determines that the Dental Care Provider has reached or exceeded its maximum allowable capacity, it may close the Dental Care Provider to new enrollment upon thirty (30) days written notice to the Dental Care Provider.

(c) The hold shall remain in effect until Dental Care Provider has resolved any capacity problems to both parties' satisfaction, or until this Agreement is terminated under one of the provisions described in Article IX of this Agreement.

5.2 When a Dental Care Provider is placed on hold, he/she will be closed to all new enrollment with the following exceptions:
(a) A Beneficiary currently enrolled with Dental Care Provider adds a Dependent to his/her coverage.

(b) A terminated Beneficiary assigned to the Dental Care Provider reinstates coverage retroactively within sixty (60) days.

5.3 All holds will take effect on the first of the month following the notice periods as described herein.

VI. RECORDS

6.1 **Beneficiary’s Dental Record.** In accord with generally accepted dental practices and all applicable federal and state statutory and regulatory requirements, Dental Care Provider shall ensure that a dental record is established and maintained for each Member that fully documents dental services rendered and billed.

6.2 **Access to Dental Records.** Subject to compliance with applicable federal and state laws and professional standards regarding the confidentiality of dental records, Dental Care Provider shall allow HMSA authorized personnel access to such records on Dental Care Provider’s premises during regular business hours or through some other mutually agreed upon means.

6.3 **Access to Financial Records.** HMSA shall have access at reasonable times, upon demand, to the books, records and papers of Dental Care Provider relating to Benefits provided to Beneficiaries, including, but not limited to, any charges to, or payments received from, Beneficiaries by Dental Care Provider.

6.4 **Confidentiality.** HMSA and Dental Care Provider agree to keep confidential and to take the usual precautions to prevent the unauthorized disclosure of any and all dental and/or contractual records and information required to be prepared or maintained by Dental Care Provider or HMSA under this Agreement.

6.5 **Regulatory Compliance.** Dental Care Provider shall maintain such records as may be necessary for compliance with federal and state law. This obligation of Dental Care Provider does not cease upon termination of this Agreement whether by rescission or otherwise.

6.6 **Transfer of Records.** Dental Care Provider shall provide a copy of a Beneficiary’s dental record when the Beneficiary transfers to another dental provider.

VII. INDEMNIFICATION

7.1 Dental Care Provider agrees to indemnify and hold harmless (and at HMSA's request, defend) HMSA and its subsidiaries, partners, employees, agents and officers (each of which persons and organizations is an Indemnitee) from and against any and all claims, loss, damages, liability, costs, expenses (including reasonable attorneys' fees), judgments or obligations whatsoever, for or in connection with injury (including death) or damage to any person or property (including death) or damage to any person or property to the extent resulting from the negligent act or failure to act or willful misconduct of Dental Care Provider, its employees, or agents.

7.2 HMSA agrees to indemnify and hold harmless (and at Dental Care Provider's request, defend) Dental Care Provider and each of its, employees, and agents (each of which persons and organizations is an Indemnitee) from and against any and all claims, loss, damages, liability, costs, expenses (including reasonable attorneys' fees), judgments or obligations whatsoever, for or in connection with injury (including death) or damage to any person or property to the extent resulting from the negligent act or failure to act or willful misconduct of HMSA, its partners, employees, officers or agents.
7.3 This Article VII, Indemnification, shall survive termination of this Agreement.

VIII. INSURANCE

8.1 Dental Care Provider shall secure and maintain from insurance companies approved to conduct business in the State of Hawaii and acceptable to HMSA, professional and general liability insurance to insure it and its partners, shareholders, officers, employees and agents. General liability shall be an amount adequate for the risk insured against. Dental Care Provider shall obtain professional liability insurance with limits of not less than one million dollars ($1,000,000) per occurrence, and not less than one million dollars ($1,000,000) in the aggregate. Dental Care Provider shall provide certificates of coverage as requested by HMSA, and shall obligate the carrier of each such insurance policy to give HMSA written notice by registered mail at least thirty (30) days prior to cancellation or other termination of such policy.

IX. TERM AND TERMINATION

9.1 Term. When executed by both parties, this Agreement shall become effective as of the date noted on page 1 of this Agreement and shall continue in effect for one (1) year unless sooner terminated in accord with this Article IX. This Agreement shall renew automatically for subsequent one year terms.

9.2 Termination. Except as provided in Paragraph 9.3 of this Agreement, either party may terminate this Agreement, at the end of the Contract Year, with or without cause, by giving the other party at least sixty (60) calendar days written notice.

9.3 Immediate. After review of all pertinent information HMSA may, at its option, immediately terminate this Agreement with Dental Care Provider by written notice, upon the occurrence of any of the conditions outlined in Paragraph 2.10, if Dental Care Provider is determined not to be in compliance with Paragraph 2.4, or if HMSA determines that the health, safety or welfare of Beneficiaries is jeopardized by continuation of this Agreement.

9.4 Effect of Termination. As of the date of termination, this Agreement shall be considered of no further force or effect whatsoever and each of the parties shall be relieved and discharged here from, except that:

(a) Termination shall not affect any rights or obligations hereunder which have previously accrued or shall hereafter arise, with respect to any occurrence prior to termination and such rights and obligations shall continue to be governed by the terms of this Agreement.

(b) Dental Care Provider agrees to complete all Treatment in Progress, and at HMSA’s option to provide Benefits to Beneficiaries assigned to Dental Care Provider, including any Beneficiaries who become eligible during the the notice period set forth in Paragraph 9.2 above. Dental Care Provider shall be compensated for Benefits rendered in accord with this Paragraph 9.4 at the fees set forth in the most current version of HMSA’s Participating Provider Agreement, until the earlier of :

(1) appropriate transfer of Beneficiaries is achieved; or

(2) an alternate source of payment for Benefits has been found.

(c) Dental Care Provider shall maintain such records and provide such information to HMSA as set forth in Article VI of this Agreement. These records shall be maintained for at least five (5) years regardless of the termination date of this Agreement.
X. MISCELLANEOUS PROVISIONS

10.1 **Partial Invalidity.** If for any reason, any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

10.2 **Waiver of Breach.** The waiver of any breach of this Agreement by either party shall not constitute a continuing waiver of any subsequent breach of either the same or any other provision of this Agreement.

10.3 **Amendments.** HMSA may amend this Agreement and Schedules hereto by providing prior written notice to Dental Care Provider by certified return receipt mail. Failure of Dental Care Provider to object in writing to any such proposed amendment within thirty (30) days following receipt of notice of such proposed change shall constitute Dental Care Provider's acceptance thereof. Notification to HMSA of rejection of any proposed amendment shall constitute notice of termination, such termination to be effective sixty (60) days after HMSA's receipt of the rejection. In the event of rejection, this Agreement shall remain in force without the proposed amendment until the effective date of termination.

Except as provided above, amendments to this Agreement may only be made by mutual written consent of HMSA and Dental Care Provider's duly authorized representatives.

10.4 **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Hawaii.

10.5 **Entire Agreement.** This Agreement, together with the Schedules hereto and the standards, policies and procedures established by HMSA and incorporated herein by reference, contains the entire understanding between the parties and supersedes all prior agreements, either oral or in writing, with respect to the subject matter hereof.

10.6 **Independent Parties.** In the performance of the work, duties and obligations assumed under this Agreement, it is mutually understood and agreed that each party, its agents, employees or representatives are at all times acting and performing as independent contractors and that neither party shall consider itself or act as the agent, employee or representative of the other. In no instance shall HMSA be liable for the negligence, wrongful acts or omissions of any person receiving or providing Services, including any Dentist, Physician, Hospital, or other provider or their employees. In no instance shall the Dental Care Provider be liable for the negligence, wrongful acts or omissions of HMSA or its employees.

Dental Care Provider acknowledges that HMSA is an independent plan operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, ("Association") permitting HMSA to use the Blue Cross and Blue Shield service mark in the State of Hawaii, and that HMSA is not contracting as the agent of the Association.

10.7 **Cooperation of Parties.** Dental Care Provider and HMSA agree to meet and confer in good faith on common problems and issues including, but not limited to, proposed contract amendments, DSM purchases, Beneficiary complaints, customer service, utilization of services, problems concerning credentialing, authorization, encounters/claims or reporting procedures and information and forms provided to Dental Care Provider for use in conjunction with Beneficiaries.

10.8 **Dispute Resolution.**

(a) Dental Care Provider may submit a written request for a review by an HMSA Review Committee within one year of a decision, denial or other act or omission by HMSA with which Dental Care Provider disagrees.
(b) If Dental Care Provider is dissatisfied with the decision of the Review Committee, Dental Care Provider may submit a written request for review by the HMSA Redetermination Committee within six months of the Review Committee's decision.

(c) If Dental Care Provider is dissatisfied with the results of the Redetermination Committee, Dental Care Provider may submit a written request for arbitration to HMSA within 30 days of the decision. The matter shall then be submitted to binding arbitration in accord with the Commercial Arbitration Rules of the American Arbitration Association, or its successor. The arbitration shall be conducted according to Hawaii Revised Statutes, Chapter 658, Arbitration and Awards. HMSA and Dental Care Provider shall promptly appoint a single arbitrator. Should both parties fail to agree on a single arbitrator within 30 days of the written request, either party may apply to the First Circuit Court, State of Hawaii, for an appointed arbitrator. Both parties will share the arbitrator's fee equally. All other expenses of the arbitration, such as cost of reporter and transcript, will be paid as ordered by the arbitrator, except that each party will pay its own attorney and witness fees. The decision of the arbitrator shall be binding on both parties, and no action may be brought in any court in connection with this decision except as stated in Chapter 658.

(d) If either party has any other claim, dispute or controversy concerning questions of fact or law arising out of or relating to this Agreement, its performance or alleged breach which is not settled and disposed of by agreement of the parties, such claim, dispute or controversy shall be settled in accord with Paragraph 10.8(c) of this Agreement.

(e) Each party shall be responsible for the costs of completing any arbitration proceedings initiated pursuant to this Agreement as set forth in this Paragraph 10.8, including requests for arbitration of disputes arising between the parties after the effective date of termination.

10.9 Advertising. The name, trademark, logo or service mark of Dental Care Provider is the sole and exclusive property of Dental Care Provider. Dental Care Provider hereby expressly consents to HMSA's including Dental Care Providers' name in any document prepared for the purpose of marketing the Plan. Dental Care Provider may identify itself as a Plan Dental Care Provider. Dental Care Provider shall have no other right to use the name of the Plan or HMSA, or any trademark, logo or service mark of HMSA or Blue Cross and Blue Shield in any advertisement or otherwise without the prior express written consent of HMSA.

10.10 Notices. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to HMSA or Dental Care Provider at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to Hawaii Medical Service Association:

Hawaii Medical Service Association
P.O. Box 860
Honolulu, HI 96808-0860
Attention: Provider Services, Dental Manager

If to Dental Care Provider: ______________________________
_______________________________
_______________________________
Attention: _______________________

10.11 Captions. The captions contained herein are for reference purposes only and shall not affect the meaning of this Agreement.
10.12 **Assignment.** Neither HMSA nor Dental Care Provider shall assign or transfer its rights, duties or obligations under this Agreement without the prior written consent of the other party.

10.13 **Genders and Numbers.** The masculine, feminine or neuter gender and the singular or plural numbers shall be deemed to include the others whenever the context so indicates or requires.

10.14 **Nondisclosure.** During the term of this Agreement and at all times thereafter, Dental Care Provider shall not disclose, communicate or divulge to, or use for the direct or indirect benefit of any person, firm, association or company any information regarding the business methods, business policies, procedures, techniques, or trade secrets, or other knowledge or process of or developed by HMSA, or any other confidential information relating to or dealing with the business operations or activities of HMSA, made known to Dental Care Provider or learned or acquired by Dental Care Provider during the term of this Agreement. HMSA shall similarly treat all Dental Care Provider information in the same manner.

10.15 **Representations and Warranties of Dental Care Provider.** Dental Care Provider hereby makes the following representations and warranties to HMSA, each of which is material and is being relied on by HMSA, shall be true as of the date hereof and through the entire term hereof and shall survive the termination of this Agreement. Dental Care Provider has in effect all requisite permits and licenses to practice dentistry.

(a) **Factual Information.** Any and all factual information furnished by Dental Care Provider to HMSA including, but not limited to, financial statements and fee schedules of Dental Care Provider, are true and accurate in every material respect as of the date on which such information was furnished.

(b) **Dentists Licensed.** Dental Care Provider is, and will continue to be, duly licensed to practice dentistry in the State of Hawaii, is experienced in dentistry and has in force and will continue to maintain professional liability insurance in accord with Article VIII above.

(d) **Professional Conduct.** Dental Care Provider has and will continue to, and will cause its employee and independent contractor dentists to, conduct its professional activities in accord and compliance with any and all laws, rules, regulations and ethical and professional standards applicable thereto.

(e) **Professional Corporation or Sole Proprietor.** Dental Care Provider is a professional corporation or sole proprietor, duly incorporated under the laws of the State of Hawaii, and has in effect all requisite permits and licenses to practice dentistry.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date(s) written below.

HAWAII MEDICAL SERVICE ASSOCIATION

DENTAL CARE PROVIDER

By: _________________________________  By: ________________________________
Vice-President

Date: ________________________________  Date: ________________________________