…achieve more with TDSS

TEXAS DENTAL SLEEP SERVICES

Associate Provider Agreement

Documents Delivered

with this Agreement

Schedules, Catalogs & Full Legal Terms

A companion handout to the TDSS Associate Provider Agreement

A note before you read

This packet looks long because we put everything in one place. You do not need to memorize it. The Agreement itself is short and plain. These pages explain the supporting details so nothing is hidden in fine print.

Read the parts you care about. Ask us anything. We are here when you have questions.

Welcome

Signing a contract should feel like the start of a working relationship, not the end of one. We wrote this packet with that in mind.

The Associate Provider Agreement you just received is the short, readable version of how TDSS and your practice will work together. The schedules in this packet are the supporting details: how confidentiality works, how billing works, what happens if something goes wrong, what is included in your membership, and what marketing services are available if you want them.

We grouped everything by topic so you can find what you need without hunting. None of this contains hidden terms or surprises beyond what is in the Agreement itself. The schedules expand on the Agreement; they do not change it.

A few things worth knowing as you read:

- **You can leave.** In the first six months, terminate at any billing cycle on 30 days notice with no fees or penalty. After that, 90 days notice. No exit penalties, ever.
- **You keep your clinical judgment.** TDSS handles administration, billing, credentialing, and marketing support. Clinical decisions stay with you, where they belong.
- **Your records are your records.** You are the custodian of your patient records. We support you, we do not own them.
- **Disputes have a clear path.** Talk first, mediate if needed, arbitrate only if those fail. We have never had a dispute reach arbitration. The path exists so you know where it leads.
- **Marketing is optional.** The Marketing Services Catalog describes what is available if you want it. Many providers do well without it.

> **A practical reading order.** If you only have ten minutes: read the Confidentiality, Billing, and Dispute Resolution schedules. Those answer the questions most providers ask first. The rest is here when you need it.

If anything is unclear, that is on us, not on you. Email customerservice@tx-dss.com or ask your TDSS representative. We will walk you through any section, line by line.

Welcome to TDSS.

Eric Northey, CEO | Martin Denbar, DDS, CCO

Texas Dental Sleep Services, PLLC

How this packet fits with the Agreement

The Associate Provider Agreement is the short legal document you signed (or are about to sign). It contains 25 numbered sections covering the whole working relationship.

This packet contains the schedules referenced in that Agreement. Each schedule expands on a topic. Together, the Agreement plus these schedules plus the Business Associate Agreement (signed separately) make up the complete written understanding between TDSS and your practice.

What is in this packet

1	**Confidentiality & IP Schedule**	How confidential information and TDSS materials are handled
2	**Provider Compliance Schedule**	Licensing, audits, continuing education, and operational policies
3	**Billing & Reimbursement Schedule**	Carriers, fees, payment distribution, and how you get paid
4	**Professional Conduct Schedule**	Mutual non-disparagement and how concerns get raised
5	**Dispute Resolution Schedule**	Talk, mediate, arbitrate, in that order
6	**General Provisions Schedule**	Standard contract clauses (assignment, severability, force majeure, etc.)
7	**Marketing Services Catalog**	Optional Sleep Starter and Sleep Growth packages
8	**Full Legal Terms**	The complete operating-agreement language for reference
9	**Program Fees & Included Services**	Tier structure, what is included, and the value summary

> **A short reminder about the BAA.** The Business Associate Agreement is delivered and signed separately. It governs how Protected Health Information (PHI) is handled. If anything in this packet conflicts with the BAA on a PHI matter, the BAA controls.

1. Confidentiality & IP Schedule

This schedule explains how confidential information flows between TDSS and your practice, what counts as TDSS intellectual property, and what happens to all of it when our working relationship ends.

Plain version: we share a lot of useful information with you (training, systems, templates, processes). That information is ours. You can use it freely while you are part of the network. If you leave, you stop using it. Anything confidential about your practice that we learn along the way works the same in reverse: we keep it private and stop using it if you leave.

What counts as Confidential Information

Confidential Information includes business operations, pricing, patient data, trade secrets, marketing plans, training materials, standard operating procedures (SOPs), templates, and any other information designated as confidential or that reasonably should be understood as such. Both Parties may have access to the other Party's Confidential Information during this Agreement.

Each Party's obligations

- **Maintain strict confidentiality** of all Confidential Information.
- **Use it only** for the purpose of performing under this Agreement.
- **Do not disclose or distribute** Confidential Information to third parties without prior written consent, except as required by law.

TDSS proprietary materials

All materials, systems, workflows, and content provided by TDSS, including training materials, documents, forms, templates, and electronic tools, are and remain the exclusive intellectual property of TDSS.

Provider receives a limited, non-transferable license to use these materials solely for the duration of this Agreement and only for the purpose of operating within the TDSS Provider Network.

Permitted disclosures

Confidential Information may be disclosed when required by law, court order, or governmental regulation, provided the disclosing Party gives prompt written notice (when legally permissible) so the other Party can seek a protective order or other remedy if appropriate.

What happens if confidentiality is breached

Any unauthorized disclosure or misuse of Confidential Information is a material breach of the Agreement. Remedies may include immediate termination, injunctive relief, and legal action for damages.

What happens at the end

Upon termination, each Party shall return or securely destroy all Confidential Information and Protected Health Information in accordance with HIPAA and TDSS policy.

2. Provider Compliance Schedule

This schedule covers what Provider commits to in order to participate in the TDSS network: maintaining licenses, following operational policies, and keeping up with continuing education.

Plain version: keep your license active, follow the workflows we agree on, stay current on DSM education, and let us periodically check that documentation and billing match what carriers require.

Licensing and good standing

Provider shall maintain, throughout the term and any renewal term, all professional licenses, registrations, and approvals necessary to provide Dental Sleep Medicine (DSM) services under state and federal law and any applicable carrier or credentialing requirements.

Provider commitments

- Comply with **TDSS operational policies and procedures** (with reasonable advance notice of changes).
- Uphold the **reputation and integrity of TDSS** and the network.
- Adhere to the **ethical and regulatory standards** governing the dental profession.
- Participate in **continuing education** sufficient to maintain DSM clinical competency.

Audits

TDSS may periodically audit Provider documentation, credentialing, and billing practices on reasonable advance notice.

Independent contractor status

Provider operates as an independent contractor and retains full control of the clinical and professional aspects of patient care, including:

- Scheduling and maintaining office hours at Provider's discretion;
- Exercising independent judgment in all clinical decisions;
- Hiring, supervising, and compensating any staff directly employed by Provider; and
- Bearing sole responsibility for clinical outcomes.

Insurance requirement

Provider shall maintain professional liability (malpractice) insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 aggregate, naming TDSS as an Additional Insured. Provider shall furnish a Certificate of Insurance before treating patients and on each renewal, and the policy shall require the insurer to give Provider and TDSS at least fifteen (15) days written notice before any cancellation, termination, or material modification.

> **Why this matters.** Failure to maintain active malpractice insurance is a material breach and may result in suspension or termination from the network. Keeping coverage current also protects you and your patients.

3. Billing & Reimbursement Schedule

This schedule covers the carriers we work with, how billing is handled, what TDSS's designated billing partner does, the current fee schedule, and how money flows to your practice.

Plain version: we handle the medical billing side of DSM end-to-end. Carriers pay TDSS, we deduct billing and service fees, and you receive a monthly statement and net payment. Reimbursement amounts are not guaranteed: they depend on carrier policy, documentation, and adjudication.

Exclusive billing through TDSS

To maintain compliance and consistency across the network, Provider agrees to conduct all DSM administrative, credentialing, billing, and reimbursement functions exclusively through TDSS and its designated billing partner. Within thirty (30) days of the Effective Date, Provider shall use TDSS Billing exclusively, and shall terminate any prior DSM billing relationships within ninety (90) days. Provider shall not file DSM claims independently or represent themselves as a Participating Provider outside the TDSS Billing system. GAP Exceptions require TDSS's prior written approval.

Insurance carrier network

TDSS and its designated billing partner maintain active contracts with the following carriers for oral appliance therapy reimbursement (estimated typical amounts shown):

Carrier	Estimated Reimbursement
TriCare Active Duty	**$3,600**
TriCare Retired	**$2,450**
VA (Veterans Affairs)	**$2,100**
DHR Health	**$2,150**
Cigna	**$2,000**
Humana	**$2,300**
Baylor Scott & White	**$2,190**
UnitedHealthcare	**$2,190**
OccuNet	**$2,500**
Seton	**$2,150**
BCBS TX	**OON / GAP**
Aetna	**OON / GAP**
CHC	**OON / GAP**
Superior	**OON / GAP**
Wellpoint	**OON / GAP**
Medicare	**NPP**

Out-of-Network (OON) and GAP Exception pathways require separate carrier approval; TDSS manages that process. BCBS TX and Aetna are also currently in active contract negotiation. TDSS will notify Providers in writing when new carrier contracts are executed.

Reimbursement is not guaranteed. All amounts shown are estimated typical bundled reimbursement rates for informational purposes only. Actual reimbursement may vary based on carrier policy, geographic region, clinical documentation, and claim adjudication outcomes.

The opportunity. A DSM practice can generate $400 to $700 per provider hour, with significantly lower overhead than a traditional dental practice. The carrier rates above are the building blocks; the hourly economics come from chair-time efficiency, low consumables cost, and minimal staff overhead per case.

Billing Services & Fees

What TDSS Billing does

- **Pre-claim review** for compliance and documentation accuracy on every claim, at no additional cost.
- **Submit and manage** all DSM-related insurance claims on your behalf.
- **Handle appeals** for denied or underpaid claims as permitted by carrier policies.
- **Manage carrier relations** and communications to maintain in-network standing.
- **Audit support** in collaboration with the TDSS Clinical Team if a carrier requests review.

Current fee schedule

Service	Current Fee
Claim Processing Fee	**7% of carrier allowable, capped at $210 per claim**
Verification of Benefits (VOB)	**$35 per verification**
Claim Appeal Fee	**$25 per appeal**
Carrier Relations (over 5 monthly credits)	**$150 per appliance (in-network) or $50 per appliance (not in-network)**

Fee changes follow a 60-day notice. TDSS may update billing service fees on sixty (60) days written notice. If you do not accept new fees, you may terminate without penalty within that notice period.

Payment distribution and reconciliation

TDSS provides each Provider with a monthly Claims Payment Summary by the twentieth (20th) of the following month, or by month-end if additional reconciliation time is required. The summary presents all transactions in a single itemized statement showing insurance deposits and applicable fee deductions,

including billing, carrier relations, VOB, and lab fees, each identified by date, transaction type, and masked patient identifier.

Net payment to Provider equals total deposits received minus any outstanding invoiced amounts. If the net is positive, payment is distributed to Provider. If the net is negative (Provider has an outstanding balance), no distribution is made and the balance is addressed under the offset rights provisions.

A Provider Payment Process Overview explaining statement format, transaction conventions, and reconciliation methodology is provided at onboarding and is available upon request at any time.

Carrier Relations Support

Membership includes five (5) Carrier Relations Fee credits per month ($150 value each, $750 monthly value), applied toward continuous carrier relationship management, in-network standing protection, payer contract negotiations, and reimbursement network expansion on behalf of all TDSS providers.

Additional Carrier Relations services beyond the five monthly credits are billed per the fee schedule above. TDSS's carrier relations team works continuously to protect your in-network standing, strengthen your payer relationships, secure new carrier contracts, and expand reimbursement opportunities for every provider in the network.

Provider documentation responsibilities

Provider shall furnish TDSS or its designated billing partner with all documentation required for proper claim processing, including clinical notes, treatment records, diagnostic information, and any additional materials requested to support claim submission, appeal, or compliance verification. Failure to provide timely and complete documentation may affect claim submission timelines and reimbursement outcomes.

Designated billing partner

"Designated Billing Partner" means the third-party billing entity engaged by TDSS to provide billing management services under this Agreement, currently DRN Billing Services. TDSS reserves the right to change its Designated Billing Partner at its discretion.

4. Professional Conduct Schedule

This schedule covers how the Parties speak about each other publicly, how concerns get raised, and what is preserved no matter what.

Plain version: do not bad-mouth each other publicly, talk first when something goes wrong, and speak up freely if you ever need to report something to a regulator or testify truthfully under oath.

Mutual non-disparagement

Provider and TDSS each agree to conduct themselves in a manner that upholds the professional reputation of the other Party. During this Agreement and for two (2) years thereafter, each Party shall refrain from making or distributing statements, written or verbal, that could reasonably be viewed as false, misleading, or disparaging toward the other Party or its affiliates, officers, employees, or representatives.

Exceptions: what is always preserved

Nothing in this section restricts either Party from:

- Exercising any **protected rights** under applicable law, including lawful whistleblower or compliance reporting activities;
- Cooperating fully with any **regulatory, administrative, or governmental investigation**; or
- Providing **truthful testimony or information** required by law, regulation, or valid court order.

Resolution of concerns

If Provider has concerns regarding TDSS operations or interactions, both Parties agree to address such matters professionally and in good faith through direct communication before making any public or third-party statements.

If this section is breached

A serious or willful violation of this section may be considered a material breach of the Agreement and may result in termination of participation and, if necessary, appropriate legal or equitable remedies to protect each Party's business interests.

> **This is mutual.** Both Parties hold themselves to this standard. TDSS does not get to disparage you any more than you can disparage TDSS. The whistleblower and regulatory exceptions also apply equally to both sides.

5. Dispute Resolution Schedule

This schedule explains the path for resolving any disagreement: talk informally first, then mediate, then arbitrate if needed. Court is reserved for narrow situations.

Plain version: most disputes get resolved by talking. The escalation steps exist so neither side can drag the other into court without trying simpler options first. The whole framework is designed to be faster and less expensive than litigation.

Step 1: Informal discussion (30 days)

The Parties shall use good-faith efforts to resolve any dispute, claim, or controversy arising out of or relating to this Agreement (each, a "Dispute") through informal discussion. Either Party may provide written notice describing the dispute and proposed resolution before initiating mediation. Most issues never get past this step.

Step 2: Non-binding mediation (45 days)

If a Dispute cannot be resolved informally within thirty (30) days, the Parties shall participate in non-binding mediation in Williamson County, Texas, using a mutually agreed-upon mediator. Each Party bears its own costs and shares the mediator's fee equally.

Step 3: Binding arbitration

If mediation does not resolve the Dispute within forty-five (45) days of the mediator's appointment, either Party may submit the matter to binding arbitration in Williamson County, Texas, before a single neutral arbitrator under the AAA Commercial Arbitration Rules then in effect. The arbitrator may award any remedy available under applicable law, and judgment may be entered in any court of competent jurisdiction.

All disputes shall be resolved on an individual basis only; class actions, class arbitration, and consolidated proceedings are waived.

Prevailing-party fees

The prevailing Party in any arbitration or related proceeding is entitled to recover its reasonable attorneys' fees, costs, and expenses.

Court is preserved for one purpose

Nothing in this section prevents either Party from seeking temporary or injunctive relief in court to prevent unauthorized use or disclosure of Confidential Information or to protect intellectual-property rights.

> **Why arbitration?** Arbitration tends to be faster, less expensive, and more private than court. The mediation step ahead of it gives both Parties a chance to settle without arbitrating at all.

6. General Provisions Schedule

This schedule contains the standard contract clauses that appear in most professional agreements: term and termination, assignment, severability, force majeure, governing law, and so on. They keep the Agreement working sensibly across the kinds of changes that happen over years of business.

Plain version: these are the boilerplate-but-important clauses. Read the ones that matter to you (term, termination, governing law, amendments) and skim the rest.

Term and renewal

The initial term is three (3) years from the Effective Date and automatically renews for additional three-year periods unless either Party gives written notice of intent not to renew. Elite memberships are perpetual and do not expire.

Termination during the six-month guarantee period

During the first six (6) months, Provider may terminate at the close of any billing cycle by providing thirty (30) days written notice. No termination fees, cancellation penalties, or further financial obligations apply. All TDSS services and provider fees cease at the close of the notice period.

Termination after the six-month guarantee period

After the initial six months, either Party may terminate by providing ninety (90) days written notice to the other Party. All TDSS services and provider fees continue through the close of the notice period and cease thereafter. No termination fees or cancellation penalties apply.

Termination for cause

Either Party may terminate this Agreement immediately on written notice if a material breach occurs and is not corrected within thirty (30) days of written notice. Examples of cause include loss of professional licensure, non-payment, or repeated non-compliance with agreed policies or applicable laws.

TDSS may also pause or suspend certain services temporarily, such as billing or credentialing support, if an issue arises that requires clarification or correction. Such suspension will be communicated in writing and lifted once the issue is resolved.

Effect of termination

When this Agreement ends for any reason:

- TDSS will complete any in-progress administrative items that can be reasonably finalized before closure.
- Provider access to TDSS systems and credentialing services will be discontinued.
- Provider will return or securely delete all proprietary TDSS materials and Confidential Information.
- Both Parties will cooperate to ensure a smooth transition and resolution of any outstanding financial or administrative matters.

Six-month no-risk guarantee

TDSS structures the agreement with a three-year term because we are committed to your long-term success, and we back it with the freedom to leave if we fall short. Fees paid during enrollment are non-refundable but will never increase or continue after cancellation.

Standard Contract Clauses

Assignment and binding effect

This Agreement binds the Parties and their successors and permitted assigns. Provider may not assign, delegate, or transfer any rights or obligations without TDSS's prior written consent. TDSS may assign this Agreement to a successor entity in connection with a merger, reorganization, or sale of substantially all its assets.

Offset rights

TDSS may offset against amounts owed to Provider any undisputed amounts due to TDSS, on at least thirty (30) days written notice with supporting documentation. If Provider has an outstanding balance unpaid for thirty (30) days or more, TDSS will contact Provider in writing to discuss resolution. If no resolution is reached within fifteen (15) days, TDSS may, at its discretion, suspend access, apply any credits toward the balance, or pursue other remedies. TDSS shall make good faith efforts to resolve payment difficulties before exercising any remedies under this section.

Amendment and addenda

This Agreement, including all Attachments and Addenda, may be amended only by a written instrument signed by both Parties. TDSS may update Attachments and Addenda related to administrative procedures (excluding program fees and billing fees, which are governed by the fee provisions) on thirty (30) days written notice. The most recent version controls.

Force majeure

Neither Party is liable or in default for failure or delay in performing any obligation under this Agreement if such failure or delay is caused by events beyond reasonable control, including acts of God, natural disasters, war, terrorism, strikes, labor disputes, pandemics, governmental orders, or system outages. The affected Party shall promptly notify the other Party and use commercially reasonable efforts to resume performance.

Governing law and venue

This Agreement is interpreted, construed, and governed in accordance with the laws of the State of Texas, without regard to its conflict-of-law principles. Any judicial proceeding arising out of or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located in Williamson County, Texas, and the Parties consent to the personal jurisdiction and venue of such courts.

Notices

All notices required under this Agreement shall be in writing and delivered personally, by certified or registered mail (return receipt requested), or by email to a designated address (delivery deemed effective on the next business day absent a non-delivery notice). Either Party may update its notice information by written notice to the other.

TDSS notice address: Attn: Chief Compliance Officer, Texas Dental Sleep Services, PLLC, 12505 Hymeadow Drive, Suite 2e, Austin, Texas 78750.

Counterparts and electronic signatures

This Agreement may be executed in one or more counterparts, each of which is deemed an original but all of which together constitute one and the same instrument. Signatures transmitted electronically (PDF, e-signature platform, or other digital means) are valid and binding as originals.

Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that invalidity does not affect any other provision. The remaining provisions remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the Parties' intent.

Authority to bind

Provider has no authority to enter into contracts, commitments, or obligations on behalf of TDSS, or to represent TDSS in any capacity beyond what is expressly authorized in this Agreement. Nothing in this Agreement creates a partnership, joint venture, or employment relationship between the Parties.

Headings

Paragraph and section headings are for convenience and reference only and shall not be considered in the interpretation of any provision of this Agreement.

Survival

Sections concerning confidentiality, intellectual property, indemnification, exclusivity, billing obligations, dispute resolution, and any other provisions which by their nature should survive termination, continue in full force and effect after expiration or termination of this Agreement.

Entire agreement

This Agreement, with all referenced Attachments, Addenda, and Schedules, constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements, proposals, or communications, whether oral or written. No waiver or modification is valid unless in writing and signed by both Parties.

Non-competition

In consideration of TDSS's provision of Confidential Information, proprietary systems, training, and trade secrets, Provider agrees that during the term of this Agreement and for six (6) months following its termination, Provider shall not engage, directly or indirectly, in any business activity that competes with TDSS in the field of Dental Sleep Medicine within a twenty (20)-mile radius of Provider's primary practice location listed in this Agreement.

"Competes" means establishing, operating, marketing, or managing a DSM program or service that uses or replicates TDSS's proprietary systems, materials, or business model. This restriction does not limit Provider's ability to practice general dentistry or to provide any dental services unrelated to DSM.

Provider may request written consent from TDSS to waive or modify this restriction, which TDSS shall not unreasonably withhold.

Non-solicitation

During the term of this Agreement and for one (1) year following its termination, Provider shall not, directly or indirectly:

- Solicit, induce, or attempt to induce any TDSS employee, contractor, or consultant to terminate or alter their relationship with TDSS;
- Interfere with or disrupt TDSS's relationships with its employees, partners, or affiliates;
- Encourage or assist any TDSS employee or representative in seeking or accepting employment with a competing DSM business; or
- Solicit or divert any current TDSS Provider, client, or business partner to establish or promote a competing DSM enterprise.

These covenants do not prevent Provider from hiring or working with individuals who independently apply or respond to general public job postings that are not targeted toward TDSS personnel.

Indemnification and liability cap

Each Party indemnifies, defends, and holds harmless the other, including its owners, officers, employees, contractors, and affiliates, from any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from (i) the indemnifying Party's negligent or wrongful acts or omissions, (ii) breach of this Agreement, or (iii) violation of applicable law. This obligation survives termination.

TDSS's indemnification covers liability arising directly from TDSS's administrative actions, negligence, or failure to perform; it does not extend to clinical treatment decisions, patient outcomes, or professional acts of Provider or Provider's staff. Provider retains sole clinical responsibility.

> **Liability cap.** Each Party's total liability to the other under this Agreement is capped at the greater of (i) total fees paid by Provider to TDSS in the twelve (12) months preceding the event, or (ii) $25,000. The cap does not apply to (a) Provider's clinical malpractice (covered by required insurance), (b) Provider's billing fraud or violation of law, or (c) either Party's intentional misconduct, gross negligence, or willful violation of applicable law.

7. Marketing Services Catalog

Marketing is optional. The catalog below describes what is available if you want a done-for-you patient acquisition program.

Plain version: every TDSS membership includes the dsmMS marketing platform, practice listing, and lead-capture tools at no additional cost. Sleep Starter and Sleep Growth are optional add-on packages that go further with paid campaigns, ads, and reputation management.

Included with every membership

These items are in your Provider Success Membership at no extra cost:

- **dsmMS Marketing Platform:** Practice In-Reach and Community Outreach initiatives, patient mining and community presentation programs, lead-capture and automated marketing tools.
- **TDSS website listing:** Prominent inclusion as a verified provider with SEO-enhanced backlinks to your practice website.
- **Three structured marketing campaigns:** Templates, strategies, and patient education tools.
- **Vendor partnerships:** Exclusive discounts on websites, social media, reputation management, SEO, and patient communications.

Sleep Starter **$1,500 setup + $749/month**

Best for practices launching DSM. Lead generation, patient education, and DSM-specific campaigns built for dental practices.

Includes:

- DSM-specific lead-generation campaigns co-branded with your practice
- Patient education content and community outreach materials
- Automated email and SMS follow-up sequences
- Monthly performance reporting and campaign optimization
- Lead-capture forms integrated with your TDSS Provider Dashboard

Sleep Growth **$1,500 setup + $1,099/month**

Best for practices ready to scale patient volume. Everything in Sleep Starter, plus paid acquisition and reputation management.

Includes everything in Sleep Starter, plus:

- Paid search and social media advertising (ad spend billed separately at cost)
- Reputation management and review generation campaigns
- Local SEO optimization for DSM keywords
- Advanced analytics dashboard and quarterly strategy review

- Priority support from the TDSS marketing team

Custom marketing services

Beyond the packages above, additional custom marketing services, including branding, advanced analytics, and tailored paid advertising, are available at exclusive discounted rates for active TDSS Members. Talk to your TDSS representative for pricing.

> **Mutual exclusion.** Sleep Starter and Sleep Growth are alternatives, not stackable. Choose the one that fits your stage. You can upgrade later.

8. Full Legal Terms

This is the complete operating language of the Associate Provider Agreement, in case you ever need the full text in one place.

Plain version: this is the long form. Most readers do not need it. It is here so nothing is hidden: every term that appears in the short Agreement, or in any of the schedules above, is also reflected here.

Recitals

WHEREAS, Provider is duly licensed to practice general dentistry in the State of Texas and is in good standing with all applicable regulatory authorities;

WHEREAS, Provider is qualified, or intends to become qualified, to provide Dental Sleep Medicine (DSM) services and may pursue related education or credentialing through recognized professional organizations, including the American Academy of Dental Sleep Medicine;

WHEREAS, TDSS is engaged in providing administrative, credentialing, billing, and operational support services to dental providers for the delivery of Dental Sleep Medicine, and desires to enter into this Agreement to outline the terms of such support;

WHEREAS, Provider wishes to participate in the TDSS Provider Network and receive such support services while maintaining full clinical and professional independence;

WHEREAS, "Designated Billing Partner" means the third-party billing entity engaged by TDSS to provide billing management services under this Agreement, currently DRN Billing Services. TDSS reserves the right to change its Designated Billing Partner at its discretion;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the Parties agree as follows.

Cross-reference of section topics

For convenience, the 25 sections of the Agreement are summarized in the schedules above as follows:

Section §	Schedule	Topic
1, 16, 19–25	**General Provisions Schedule**	Term, Assignment, Force Majeure, Headings, Counterparts, Severability, Authority, Survival, Entire Agreement
2, 4	**Provider Compliance Schedule**	Licensing, operational policies, audits, independent contractor status
5	**Confidentiality & IP Schedule**	Confidential Information, TDSS proprietary materials, permitted disclosures
6	**Professional Conduct Schedule**	Mutual non-disparagement, exceptions, resolution of concerns
7	**Dispute Resolution Schedule**	Informal discussion, mediation, arbitration, prevailing-party fees
8, 9	**General Provisions Schedule**	Non-competition, non-solicitation

Section §	Schedule	Topic
10, 11, 17	**Billing & Reimbursement Schedule**	Exclusive billing, carrier relations, offset rights
12	**General Provisions Schedule**	Indemnification, insurance, liability cap
13	**BAA (separate)**	Patient records and PHI
14, 15	**General Provisions Schedule**	Governing law, venue, notices
18	**General Provisions Schedule**	Amendment and addenda

A drafting note. The schedules above are a faithful reorganization of the operating-agreement language by topic; they are not a substitute for the Agreement itself. If anything in a schedule appears to conflict with the Agreement, the Agreement controls. If anything in a schedule appears to conflict with the Business Associate Agreement on a PHI matter, the BAA controls.

9. Program Fees & Included Services

This schedule lays out the three membership tiers, what comes with every tier, and the value summary so you can see exactly what you are getting.

Plain version: every tier includes the same comprehensive benefits package. Tiers differ in pricing structure only. Pick the one that fits your cash flow and commitment.

Membership tiers

Tier	Investment	Structure	Term	Highlight
Starter	**$6,000**	Down payment + $1,200/mo	Continues until terminated	Lowest barrier to entry
Professional	**$15,000**	Year 1 prepaid · then $1,200/mo	Best year-one savings	SAVE $5,000
Elite	**$65,000**	Lifetime · one-time investment	Permanent network access	No recurring fees, ever

What's included with every tier

Total package value: over $35,000 in start-up value plus over $1,600 in monthly value.

Credentialing & network access

- Comprehensive end-to-end credentialing with TDSS's contracted medical carriers
- In-Network DSM Provider positioning with multiple payers
- DME and medical carrier enrollment, maintenance, and renewals
- Annual credentialing maintenance ($1,200/year value)

Practice systems & setup

- TDSS/Charm DSM EMR setup, configuration, training ($1,995 value)
- Ongoing EMR maintenance and support ($320/month, no charge)
- Billing configuration and orientation ($995 value)
- Credentialing and DME enrollment application management ($1,695 value)
- Medicare application fee and first-year surety bond ($1,050 value)

Education & clinical training

- Two-day hands-on training for Provider and one team member: 16 CE hours ($5,500 value)
- Six months of structured 45-minute virtual consultations with a TDSS Consultant
- Up to 15 CE hours annually through TDSS Study Club
- Optional guidance through AADSM Qualified Dentist and Diplomate pathways

Marketing & practice growth

- dsmMS Marketing Platform (lead capture, automated marketing, social media integration)
- Three structured marketing campaigns with templates and tools

- Practice listing on TDSS website with SEO-enhanced backlinks
- Exclusive vendor discounts (websites, social, reputation, SEO, communications)

Carrier relations & ongoing support

- Five (5) Carrier Relations Fee credits per month ($150 value each, $750 monthly value)
- Continuous in-network standing protection and payer relationship management
- Ongoing access to billing, credentialing, and compliance support teams
- Automatic benefit from any new carrier contracts secured by TDSS

Community & resources

- TDSS Study Club: quarterly sessions, peer discussion boards, mentorship
- Document and Forms Library (clinical templates, SOPs, policies)
- Q&A and Discussion Board access
- Annual TDSS Provider Meeting (first year included)

> **Six-month no-risk guarantee.** Your first six months are fully protected. If for any reason the program does not meet your expectations, cancel any time with 30 days notice: no termination fees, no penalties, no further financial obligation. After month six, 90 days notice. No exit penalties, ever.

Questions about anything in this packet?

We expect questions. That is normal.

Email customerservice@tx-dss.com or call (833) 275-3372 and ask for your TDSS representative. We will walk through any section, line by line, with you and your advisors. There is no rush, and there are no penalties for asking.

Welcome to the network.