

THE DENTAL PRIVATE PRACTICE ASSOCIATION
PROVIDER AGREEMENT

This Agreement, entered into by The Dental Private Practice Association (hereafter referred to as the “**PPA**”) and _____ a practicing licensed dentist (hereafter referred to as the “**Provider**”) becomes effective on _____, 20___, and shall be continuous and automatically renew annually without further application.

ARTICLE I. REQUIREMENTS

Section 1.01 Association

Provider shall agree to be bound by the **PPA** constitution, Bylaws, and rules and regulations and for as long as **Provider** maintains membership in this Association.

Section 1.02 Demonstration of Organizational Participation

Provider shall demonstrate participation in an organization with peer review and disputed claims resolution process for as long as **Provider** maintains membership in this Association.

Section 1.03 Fee Schedule

Provider shall submit his/her current lowest accepted fee schedule with this Agreement and agrees to accept reimbursement for services rendered based on the lowest accepted fee schedule submitted. **Providers** may update their fee schedule on an annual basis at any time during the months of January, February and March or at other times thought-out the year upon request.

Section 1.04 Application Processing Fee

Provider shall pay an application processing fee in the amount of \$150.00. The application processing fee shall be submitted along with this executed Agreement.

Section 1.05 Insurance

PPA and **Provider** agrees to maintain adequate limits of comprehensive general liability and professional liability insurance issued by a company licensed to conduct the business of insurance in the State of California. **Provider** agrees to give **PPA** satisfactory evidence of such insurance or other coverage upon request.

Section 1.06 Profession Practice and Quality

PPA and **Provider** acknowledge that **Provider** shall remain in complete control of **Provider’s** professional practice and shall remain solely responsible for acts and decisions in rendering professional services. **PPA** shall at no time control or be responsible to any extent for the professional practice of **Provider** or the quality of services delivered by **Provider**.

Section 1.07 Peer Review

Provider shall participate in and cooperate with all programs, policies and procedures developed or operated by **PPA** to assure, review or improve the quality and effective utilization of dental care services. All criteria and

guidelines for such utilization review shall be in accordance with the California Dental Association's Peer Review Manual and Quality Evaluation for Dental Care, which shall be available for review by **Provider**. **Provider** shall agree to abide by any and all decisions of **PPA**, **PPA** Officers or **PPA** Committees charged with Peer Review. **Provider** shall in all events have a right to appeal Peer Review decisions before such decisions become final.

Section 1.08 Continued Eligibility

During the term of this Agreement and for any extension or renewal, **Provider** agrees to continue to meet the criteria for membership in effect at the time **Provider** became a member of the **Panel**.

Section 1.09 Term

This Agreement shall remain in effect until and unless terminated at will by either party.

ARTICLE II. PROVIDER SERVICES

Section 2.01 Dental Services

In accordance with generally accepted professional standards, **Provider** agrees to render appropriate and necessary services to a **Patient** covered under a **PPA** contracting group dental benefit plan. This provision does not affect any right that **Provider** may otherwise have to elect not to provide treatment to any **Patient**.

Section 2.02 Referrals

Consistent with exercise of **Provider's** best professional judgment, **Provider** agrees to refer patients when necessary to other members of the **Provider Panel**.

ARTICLE III. PROVIDER REIMBURSEMENT

Section 3.01 Schedule of Reimbursement

Provider is reimbursed for services rendered based on his/her individual lowest accepted fee schedule. Such payment shall be administered to **Provider** in accordance with the terms and conditions of the applicable contracting group dental benefit plan.

Section 3.02 Eligibility

The **Payor** shall be responsible for **Patient** eligibility determinations. This responsibility shall in no event obligate **Payor** for deductibles, co-insurance, exclusions, or other limitations as may apply in accordance with the terms of an applicable contracting group dental benefit plan.

Section 3.03 Claim Administration

Provider shall submit claims in accordance with standard administration procedures and shall furnish sufficient information and billing data to allow the **Payor** to effectively administer payment in accordance with the terms of the applicable contracting group dental benefit plan. The **Payor** is required to process the **Provider's** billing promptly to ensure payment is received within 15 to 30 days of **Payor's** receipt of **Provider's** billing.

Section 3.04 Patient Billing

Subject to the following provisions, **PPA** recognizes the right of **Provider** to bill **Patient** for any and all charges that may arise from services rendered that are not covered under a contracting group dental benefit plan including, but not limited to co-payments and deductibles. The **Provider** shall bill in the following manner:

- a) The **Provider** must first directly bill **Payor** for all amounts due except the co-payment or deductible; and
- b) The **Provider** may not bill the **Patient** any amount except co-payment or deductible, until the **Provider** has received an Explanation of Benefits (EOB) from the **Payor**.

Section 3.05 Co-payments

In the event a co-payment is required from a **Patient**, **Provider** may collect the co-payment directly from **Patient** at the time of rendering the professional service.

Section 3.06 Coordination of Benefits

It is the **Patient's** responsibility to disclose multiple insurance coverages. In the event a **Patient** has multiple insurance coverages and compensation that amounts to less than **Provider's** usual and reasonable charge for services rendered, **Provider** shall be entitled to directly bill **Patient** or other responsible parties for appropriate additional amounts pursuant to existing Co-ordination of Benefit standards or pursuant to existing contracts with such other responsible parties.

ARTICLE IV. PROVIDER TERMINATION

Section 4.01 Resignation

Provider may resign from membership in this Association by written resignation delivered or mailed to the secretary of the Association. Any such resignation shall be effective thirty (30) days after receipt by the secretary of the Association, unless a later effective date is specified by the **Provider**.

Section 4.02 Termination

This Agreement may be terminated without cause by either party only upon sixty (60) days written notice to the other or upon thirty (30) days written notice if the party to whom notice is given has materially breached any provision of this Agreement. An election by **Provider** not to enter into a contract with a specific **Payor** shall not constitute a material breach of this Agreement.

Section 4.03 Responsibilities After Termination

In the event treatment commences prior to termination of this Agreement and treatment continues beyond the termination date for which **Provider** is compensated under a contracting group dental benefit plan, **Provider** agrees to notify the **Patient** of termination of this Agreement and further agrees to accept payment in accordance with the applicable contracting group dental benefit plan as payment in full until the conclusion of the course of treatment or for thirty (30) days following termination of this Agreement, whichever comes first.

ARTICLE V. MISCELLANEOUS

Section 5.01 Access

To the extent permitted by law, the parties agree to provide each other with reasonable access to records and other information as may be necessary for their respective performance hereunder. There shall be no charge made for copies of records or for provision of additional information by either party.

Section 5.02 Modification

This Agreement may be modified only in writing. Modification by **PPA** shall be effective thirty (30) days after giving **Provider** written notice of the proposed modification unless **Provider** shall within such thirty (30) day period notify **PPA** in writing of an objection to such modification.

Section 5.03 Assignment

This Agreement is personal in nature and the rights or duties hereunder shall not be transferred, delegated, or assigned by **Provider**.

Section 5.04 Notices

All notices and other communication given to a party hereunder shall be in writing and shall be deemed to have been duly given when delivered personally or within seventy-two (72) hours after being mailed first class, postage prepaid, to the address of that party set forth herein following the party's signature or to such other address as either of the parties hereto may from time to time designate in writing.

Section 5.05 Non-Exclusivity

Provider is not obligated to participate solely on the **Provider Panel** or to obtain alternative rate contracts only through **PPA** and may participate in other alternative dental care delivery programs at **Provider's** sole discretion.

Section 5.06 Applicable Law

The laws of the State of California shall govern this Agreement.

ARTICLE VI. HIPAA

Section 6.01 **PPA** and **Provider** shall use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted pursuant to the Agreement in accordance with the standards and requirements of HIPAA and the HIPAA Regulations.

ARTICLE VII. DEFINITIONS

Section 7.01 Contracting Group Dental Benefit Plan

The self-funded insurance plan established by the **Employer** that sets forth the level of coverage for care, treatment, services or supplies.

Section 7.02 **Employer**

The entity that establishes the contracting group dental benefit plan and employs the **Patient** or **Patient's** spouse or parent.

Section 7.03 HIPAA

The Health Insurance Portability and Accountability Act of 1996, as amended, together with all regulations applicable thereto.

Section 7.04 **Patient**

Individual seeking or receiving dental care treatment.

Section 7.05 **Provider**

Any practicing licensed dentist in good standing as an active member of the American Dental Association (ADA).

Section 7.06 **Provider Panel**

Network of **PPA** member licensed dentists.

Section 7.07 **Payor**

Third Party Administrator or other third party that employer has hired to administer the contracting group dental benefit plan.

Section 7.08 The Dental Private Practice Association

Association organized and governed by individual participating dentists and operating for the purpose of arranging for the provision of dental services through methodologies which emphasize convenient delivery of dental services to the consumer of California and which are monitored to assess the continuing quality of such services.

Verification

___ I verify that I remain a member of the California Dental Association, or

___ I verify that I am a member in good standing of the following organization which provides an independent peer review and a disputed claims resolution process. The organization is:

(Name of Organization)

(Street Address)

(City, State and Zip Code)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives' signatures.

PPA:

By _____
Signature of President

_____ Dated _____
Print Name

PROVIDER:

By _____
Signature of Provider

_____ Dated _____
Printed Name of Provider

Provider's Office Address:

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____

California License Number: _____