

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: _____



The Dental PPA . . . *A Better way*

A Better Alternative to Managed Dental Care!

Private practice dentists in your area who are members of CDA formed The Dental PPA for the purpose of ensuring that our patients' employers were able to afford quality dental insurance coverage. The Dental PPA is a non-profit organization that **reimburse member dentists at his/her individual, filed accepted fee schedule.** PPA stands for Private Practice Dentists. Only private practice dentists are eligible for membership in The Dental PPA.

There is growing interest in The Dental PPA plans by many employers in your area because the Dental PPAs' plans offer lower premiums for dental plans **without reducing benefits or the dentist's reimbursement.** To ensure access to these quality dental plans, we have been asked to invite you to participate as a member dentist in The Dental PPA network.

Your membership will guarantee that you are reimbursed at **your** existing lowest filed accepted fee schedule. Remember, The Dental PPA was created by dentists in order to protect the dentist/patient relationship and to ensure the highest quality of care. **AND**, The Dental PPA network cannot be sold to any other network or insurance company. That means your best interest will always be protected.

THE BOTTOM LINE – is that your patients will be offered the opportunity to receive greater coverage through increased annual benefits and higher coinsurance payments under the Dental PPA plans, and receive exactly the same care from you as they have always received. Please help us protect the dentist/patient relationship by joining The Dental PPA network. Your minimal cost will help cover the cost of our operating expenses for soliciting new contracts, printing provider directories, postage and periodic accounting and legal services and performing the credentialing process, which consists of verifying your CDA membership, verifying that your license is in good standing and verifying your malpractice insurance coverage.

Sincerely,

Clifford Bradshaw, DDS
President, Board of Directors

Enclosures



The Dental PPA . . . *A Better Way*

A Better Alternative to Managed Dental Care!

Enrollment Checklist

Please review the following checklist and make sure your Dental Provider Application and Provider Agreement Form are complete, including any additional information that is required before mailing.

√ Checklist for Mailing

- _____ Completed Confidential Dental Provider Agreement
- _____ Completed Confidential Dental Provider Application
- _____ Copy of Current California Dental License (*showing expiration date*)
- _____ Copy of Proof of Malpractice Insurance Coverage (*showing coverage limits*)
- _____ W-9 Form
- _____ Copy of Current Lowest Accepted Filed Fee Schedule (*submit to ASI, see below*)
- _____ Application/Processing Fee: \$150.00 dollars payable to:

The DENTAL PRIVATE PRACTICE ASSOCIATION

Please submit Application Documents listed above and Lowest Accepted Fee Schedule to:
Administration Solutions Inc. (ASI) Atten: Christina Chavez by email:

chavez@asibenefits.com

Subject- The Dental PPA

Or Fax- 559-475-5780

Re: The Dental PPA

Atten: Christina Chavez

Please send \$150.00 Processing Fee to:

The Dental PPA
PMB # 261
4719 Quail Lakes Dr Suite G
Stockton, CA 95207
866-241-6646 Phone/Fax

IMPORTANT: All fee schedules are considered confidential and will not be seen by any PPA member dentist or member of the PPA's Board of Directors. They will be entered into a database by the PPA's consultant; then downloaded into an independent third-party claims administrator's system.

Christina Chaves
Administrative Solutions, Inc.
PO Box 5809
Fresno CA 93755
P:559-256-1320

THE DENTAL PPA ~ DENTAL PROVIDER APPLICATION

Confidential Document Please Print or Type

1. Dentist's name as it appears on dental license: _____
2. Dentist's name as it should appear in the provider directory:

Name: _____ o *General Practice* o *Specialty*: _____

Address: _____

Bus Phone #: _____ Fax #: _____ Email Address: _____

3. Have you been charged or threatened with a charge for unprofessional conduct by any person at any time during the preceding five-years? () Yes () No
4. Have you ever been convicted of a felony? () Yes () No
5. Has any committee of the State or local Dental Association ever censured you with regard to ethics or fees? () Yes () No
6. Have you been a party in any lawsuit, action or proceeding involving professional malpractice within the preceding five-years? () Yes () No
7. Since you initially obtained your license to practice dentistry in the State of California, have you ever been required to appear before the California Board of Dental Examiners for disciplinary action? () Yes () No
8. Has any disciplinary action ever been taken against you, or is any such action presently pending or threatened, which resulted in or could result in any suspension or revocation of the license listed above or which resulted in or could result in any suspension or revocation of any hospital or staff privileges which you have been granted in any state? () Yes () No

Provider Agreement Compliance

I, _____, have read The Dental PPA Provider Agreement and agree to abide by all terms and conditions set forth in said Agreement until such time as I, _____, submit my written notice of termination of membership in The Dental PPA. Applicant's Initials: _____

Application Certification

I hereby certify that the above information is accurate and true and understand all information included in this application is strictly confidential.

Any information entered into this application, which is subsequently found to be false could result in my immediate termination from membership in The Dental PPA. I am aware that the application fee is non-refundable.

INFORMATION RELEASE FORM

I hereby authorize the release to The Dental PPA, or Legacy Enterprises, their consultants, true copies of historical, utilization, and credentialing data, information that may be obtained from individuals, universities, and other entities as provided upon my application.

I hereby attest to the correctness and completeness of all information furnished in my application and I release from liability all those who in good faith and without malice, review, act on, or provide information regarding my competence, professional ethics, character, health status, and other qualifications for participation in The Dental PPA.

Signature of Applicant

Date

Print Name of Applicant

Tax ID or Social Security Number
As you submit to claim administrators



The Dental PPA

Questions & Answers...

the advantages of joining The Dental PPA

1. Why was The Dental PPA being formed?

Private practice dentists in your area who are members of CDA formed The Dental PPA for the purpose of ensuring that our patients' employers were able to afford quality dental insurance coverage. The Dental PPA is a non-profit organization that reimburse member dentists at his/her individual, filed accepted fee schedule. PPA stands for (Dental) Private Practice Association. Only private practice dentists are eligible for membership in the Dental PPA.

2. Is this a Dental PPO?

Yes, in effect it is. But The Dental PPA is taking a unique approach that enables us to have a very broad network without any potential anti-trust issues. Each participating dentist will provide The PPA's consultant with his or her personal fee schedule. The Dental PPA contract with participating dentists requires each member to submit their personal fee schedule based upon the lowest filed fee schedule that they currently accept. The PPA's consultant will increase that fee schedule by one half of one percent in order to protect the dentist's propriety.

3. How often are fees adjusted?

Since each participating dentist submits his/her own personal fee schedule, schedules can be adjusted at the dentist's discretion by sending a new schedule to The Dental PPA consultant. However, fee schedule adjustments will be limited to no more than once every 12 months.

4. How do I join, and what does it cost?

To join, submit a completed Provider Agreement, a Dental Provider Application, a copy of your current California Dental License, a copy of your Malpractice Insurance Coverage, and a copy of your current lowest Accepted Filed Fee Schedule and your Application Fee of \$150 to:

By email-
Administrative Solutions, Inc.
cchavez@asibenefits.com
Atten: Christina Chavez
Subject: The Dental PPA

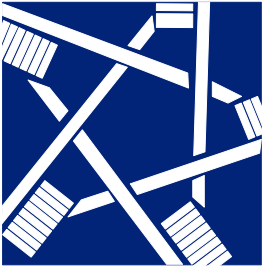
Or Fax- 559-475-5780
Atten: Christina Chavez
Re: The Dental PPA

5. How is the Board of Directors using the membership fees?

The one-time membership fee that each participating dentist has paid is being used to process your New Provider Applications, Fee Schedule, verify California Dental License and Malpractice Insurance, add New Provider Information to website directory, legal and administrative expenses, and marketing for the network.

6. How will The Dental PPA compete against other insurance companies and large dental organizations?

The Dental PPA has been formed for a specific market niche. Throughout Northern California and the Central Valley, The Dental PPA has over 1,500 dentists serving over 24,000 employees of firms 20 employees or more. The Dental PPA will be working with Stanislaus Foundation for Medical Care, Advantek Benefits Administrators, and Capital Administrators, as our third-party administrators who have significantly lower fees for administration than the large dental organizations. The Dental PPA's advantage will be the broad participation of local private practice California Dental Association members.



The Dental PPA...A Better Way

The Dental PPA Distinguished Client Listing

➤ A. G. Spanos Companies	BRMS Inc.	Phone: 916.467.1400 X1321
➤ Mercedes Benz of Stockton	Stanislaus FMC	Phone: 800.962.7362
➤ Bi-County Ambulance	Stanislaus FMC	Phone: 800.962.7362
➤ Bowman & Company	Stanislaus FMC	Phone: 800.962.7362
➤ Chase Chevrolet	Stanislaus FMC	Phone: 800.962.7362
➤ Child Abuse Prevention Council	Stanislaus FMC	Phone: 800.962.7362
➤ City of Lodi	Stanislaus FMC	Phone: 800.962.7362
➤ Geweke Ford	Stanislaus FMC	Phone: 800.962.7362
➤ Hust Brothers, Inc.	Stanislaus FMC	Phone: 800.962.7362
➤ Interstate Trucking	Stanislaus FMC	Phone: 800.962.7362
➤ Oroville Hospital	Advantek	Phone: 866.556.7655
➤ Quick's Glass Service	Stanislaus FMC	Phone: 800.962.7362
➤ Sacramento Auto Glass & Mirror	Stanislaus FMC	Phone: 800.962.7362
➤ Stockton Auto Glass	Stanislaus FMC	Phone: 800.962.7362
➤ United Cerebral Palsy	Stanislaus FMC	Phone: 800.962.7362
➤ Wine & Roses	Stanislaus FMC	Phone: 800.962.7362
➤ Stone Brothers	Stanislaus FMC	Phone: 800.962.7362

