



CVDP

P. O. Box 5809 · Fresno, CA 93755
(866) 777-1320 · FAX: (559) 256-1321

CENTRAL VALLEY DENTAL PARTNERS

PARTICIPATING PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into by and between Central Valley Dental Partners (hereinafter referred to as “**CVDP**”), a California corporation and independent practice association (IPA) as defined in 42 United States Code Section 300(e)-1(5) and

*(Hereinafter referred to as “**DENTIST**”)*

SECTION 1. PARTICIPATION PROVIDER STATUS

- 1.1 Panel Participation.** **CVDP** enters into contracts with self-funded employers, union trust funds, and dental insurance plans to arrange for the delivery of dental care by providing panels of participating dental providers. Pursuant to the terms of these contracts, **DENTIST** shall provide dental services in accordance with the requirements of the California Health and Safety Code Section 1340, et seq.; and/or the Federal Health Maintenance Organization Act of 1973, as amended [42 United States Code Section 300, et seq.].
- 1.2 Selection of Panels.** **This Participating Provider Agreement is for PPO business only.** **DENTIST** agrees to participate in the **CVDP** PPO contracts set forth in Exhibits, which are attached hereto and incorporated by reference herein.
- 1.3 Commitment To Participate.** **DENTIST** hereby authorizes **CVDP** to use **DENTIST**'s name as a PPO participating provider on the panels set forth in Paragraph 1.2. **DENTIST** further authorizes **CVDP** to provide self-funded employers, union trust funds, and dental insurance plans with any and all relevant information as may be necessary so that **DENTIST** is allowed to provide dental services and participate on the panels set forth in Paragraph 1.2 of this Agreement pursuant to the terms of **CVDP** contracts with said self-funded employers, union trust funds, and dental insurance plans.

SECTION 2. DENTAL SERVICES AND LICENSURE

2.1 Dental Services. In accordance with generally accepted professional standards, **DENTIST** agrees to render appropriate and necessary dental services to any person, hereinafter referred to as a “Patient”, who is covered under an applicable dental benefit plan with which **CVDP** has contracted. **DENTIST** further agrees to abide by any and all provisions contained in any agreement or contract between **CVDP** and third party payors and/or dental insurance plans for the purpose of contracting for dental services with **CVDP**'s panels of participating providers. **DENTIST** further agrees that an essential provision of this Agreement is **DENTIST**'s commitment and undertaking to provide cost effective dental services to **CVDP** patients.

Central Valley Dental Partners

PARTICIPATING PROVIDER AGREEMENT

2.2 Peer Review, Utilization Review, and Quality Assurance. DENTIST agrees to participate in any peer review, utilization review, and/or quality assurance investigations, actions, programs, processes, or procedures that may be initiated by insurance companies with which CVDP has entered into contracts, or by CVDP's Peer Review Committee and/or Board of Directors. DENTIST shall abide by the decisions of the Peer Review or Quality Assurance Committees of the insurance companies with which CVDP contracts, or by CVDP's Peer Review, Utilization Review, and Quality Assurance Committees and/or Board of Directors after exhausting the appeals process. CVDP's Peer Review, Utilization Review, and Quality Assurance Manuals shall be available for review by DENTIST.

2.3 Licensure of Dentist. DENTIST shall at all times be duly licensed to practice dentistry in the State of California. DENTIST shall maintain adequate education and appropriate credentials, including but not limited to current federal Drug Enforcement Agency certificates, Certified Pulmonary Resuscitation certificates, and Board certifications when applicable.

2.4 Equality of Access. DENTIST shall not discriminate in the treatment of patients who are entitled to dental benefits pursuant to CVDP contracts with third party payors or dental insurance plans. Except as otherwise provided herein, DENTIST shall make DENTIST's services available to patients in the same manner, in accordance with the same standards provided to DENTIST's other patients, and without regard for the type of reimbursement or the degree or frequency of utilization of covered services by patients.

2.5 DENTIST's Obligations To Patients. DENTIST obligation to patients and DENTIST's rights shall not be construed to be increased or decreased by this Agreement.

SECTION 3. COMPENSATION

3.1 Participating PPO Providers. If dental services are performed pursuant to a CVDP PPO contract, DENTIST shall charge the fees set forth in Exhibit 1, which is attached hereto and incorporated by reference herein. DENTIST shall not balance bill patients for charges that exceed the fees set forth in Exhibit 1.

3.2 Financial Responsibility of Third Party Payors and/or Dental Insurance Plans. If required by the specific terms of a CVDP contract, DENTIST shall accept the amounts paid by third party payors and/or dental insurance plans for those covered dental services that are the financial responsibility of said third party payors and/or dental insurance plan. CVDP shall not be financially responsible for any claims that third party payors and/or dental insurance plans fail or refuse to pay. CVDP shall notify DENTIST if third party payors and/or dental insurance plans fall behind in payments to CVDP within ten (10) working days of such occurrence.

SECTION 4. RECORDS

4.1 Access. To the extent permitted by law, the parties agree to provide each other with reasonable access and other information as may be necessary for their respective performances hereunder. Neither party shall charge for copies of records or for the provision of additional information furnished to the other party.

4.2 Confidentiality of Patient Records. To the extent required by law, CVDP and DENTIST shall maintain confidentiality of patient records.

SECTION 5. TERM AND TERMINATION

Central Valley Dental Partners
PARTICIPATING PROVIDER AGREEMENT

5.1 Termination. This Agreement may be terminated without cause by either party only upon sixty (60) days written notice to the other party or upon ten (10) days written notice if the party to whom the notice is given has materially breached any provision hereof. In the event that **DENTIST**'s name is included in a **CVDP** directory, **DENTIST** shall advise prospective patients that **DENTIST** is no longer a **PESC** participating provider. Upon the next printing of the directory, **CVDP** shall make its best effort to delete **DENTIST**'s name.

SECTION 6. INSURANCE

6.1 Professional Liability Insurance. **DENTIST** shall secure and maintain at **DENTIST**'s expense such policy or policies of professional liability insurance as shall be necessary to insure against any claim or claims for damages arising by reason of injury or death, occasioned directly or indirectly by the performance or nonperformance of any service by **DENTIST**, or by **DENTIST**'s agents or employees. Professional liability insurance coverage shall be issued by a company licensed to conduct the business of insurance in the State of California. Such professional liability insurance shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence per year and an aggregate annual total of Three Million Dollars (\$3,000,000). These policy limits may, from time to time, be adjusted to reflect changing requirements of third party payors and/or dental insurance plans that contract with **CVDP**. **DENTIST** also understands these policy limits may vary depending on **DENTIST**'s area of dental practice specialty.

6.2 Verification of Professional Liability Insurance Coverage. Upon request, **DENTIST** shall provide **CVDP** with a copy of the certificate evidencing that **DENTIST** has complied with **DENTIST**'s obligation to maintain professional liability insurance as set forth in Paragraph 6.1 of this Agreement. **DENTIST** hereby authorizes **CVDP** to confirm that such professional liability insurance coverage is adequate and in force during the term of this Agreement. **DENTIST** hereby authorizes **CVDP** to access information maintained by the Dental Board of California and/or **DENTIST**'s professional liability insurance carrier pertaining to **DENTIST**'s dental malpractice history including the number, type, nature, and disposition of claims filed against **DENTIST**.

6.3 Notification of Actions Taken or Claims Filed Against DENTIST. **DENTIST** shall notify **CVDP** within ten (10) working days of the filing of a professional liability insurance claim or notice of intent to commence action against **DENTIST**.

6.4 Notification of Loss of Professional Liability Insurance. **DENTIST** shall notify **CVDP** within three (3) working days of the loss or revocation of **DENTIST**'s professional liability insurance coverage.

SECTION 7. INDEMNIFICATION

7.1 Indemnification of PESC. **DENTIST** agrees to indemnify and hold **CVDP** harmless from and against all claims, losses, costs, damages, and expenses (including attorneys' fees) caused by or arising out of (i) a breach by **CVDP** of any provision of this Agreement or (ii) **CVDP**'s gross negligence or willful misconduct. Except as stated above, **DENTIST** shall not be liable to **PESC**, or to anyone who may claim any right due to his or her relationship with **DENTIST**, for any third party claims based on the acts or omissions of **DENTIST**, or **DENTIST**'s agents, or employees.

7.2 Indemnification of Dentist. **CVDP** agrees to indemnify and hold **DENTIST** harmless from and against all claims, losses, costs, damages, and expenses (including attorneys' fees) caused by or arising out of (i) a breach by **CVDP** of any provision of this Agreement or (ii) **CVDP**'s gross negligence or willful misconduct. Except as stated above, **CVDP** shall not be liable to **DENTIST**, or to anyone who may claim any right due to his or her relationship with **DENTIST**, for any third party claims based on the acts or omissions of **CVDP**, its agents, or employees.

Central Valley Dental Partners
PARTICIPATING PROVIDER AGREEMENT

SECTION 8. NOTICES

8.1 Notices. Any notices to be given by either party to the other shall be in writing and may be transmitted either by facsimile, courier, personal delivery, or by registered or certified mail (postage prepaid with return receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in this Section 8. Each party may change its address by written notice in accordance with this Section 8. Notices delivered personally shall be deemed communicated as of the date of actual receipt and mailed notices shall be deemed communicated two (2) days after the date of mailing.

8.2 PESC Business Address. Notices shall be mailed or delivered to **CVDP** at P.O. Box 1071, Fresno, CA 93714 or Faxed to (559) 227-1463.

8.3 DENTIST's Business Address. Notices shall be Faxed or mailed to **DENTIST** at the address and/or FAX number set forth below the **DENTIST's** signature on this Agreement.

SECTION 9. GENERAL PROVISIONS

9.1 Favored Nation Provisions. **CVDP** shall renegotiate with third party payors in good faith immediately in the event that a state or federal law, statute, or regulation materially affects this Agreement or **CVDP** contracts with third party payors and/or dental insurance plans.

9.2 Non-Exclusivity. **DENTIST** is not obligated to participate solely on **CVDP's** PPO participating provider panels. **DENTIST** may participate in other contracts and provide dental services a **DENTIST's** sole discretion.

9.3 Modifications and Amendments. The terms, covenants, and conditions of this Agreement may not be altered, changed, or modified except for modifications in writing signed by both parties.

9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement shall be interpreted according to its fair meaning and neither strictly for nor against either of the parties hereto.

9.5 Attorney's Fees. If any action, arbitration, or other proceeding is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled. This provision for recovery of attorneys' fees shall be construed as applicable to the entire Agreement.

9.6 Partial Invalidity. If any provision of this Agreement is adjudged unlawful by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

9.7 Independent Contractor Status. It is the parties' intention that **DENTIST** is an independent contractor and not **PESC's** employee, partner, joint venture, or agent. Nothing contained in this Agreement shall be construed as creating a relationship of employee and employer between **DENTIST** and **CVDP**. **DENTIST** shall not make, nor be entitled to make, any claims for Worker's Compensation or any other fringe benefit against **CVDP** by virtue of this Agreement.

9.8 Confidentiality. All information relating to **CVDP's** business and financial affairs shall be kept in strict confidence by **DENTIST**. The foregoing obligation, however, does not apply to any information that has become publicly available or that is rightfully obtained from or by third parties or disclosures required by State of federal law.

Central Valley Dental Partners
PARTICIPATING PROVIDER AGREEMENT

9.9 Binding Effect. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

9.10 Waiver. The waiver of any breach or condition of this Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or another provision of this Agreement.

9.11 Headings. The paragraph headings contained herein are for the purpose of convenience only and shall not be considered in construing this Agreement.

9.12 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the right granted herein and the obligations assumed herein. Any oral representation or modifications concerning this Agreement shall be of no force or effect, except for subsequent modifications in writing signed by both parties as set forth in Paragraph 9.3 of this Agreement.

AS EVIDENCED BY SIGNATURE BELOW, CVDP and DENTIST hereby agree to all of the terms and conditions of this Agreement.

DENTIST:

Dentist Signature: _____

Signature Date: _____

Type Dentist's name, as it should appear in directories: _____

Address to which notices shall be mailed: _____

City: _____ State: _____ Zip: _____

FAX number to which notices shall be faxed: _____

CVDP:

By:

Kristie Monteer, CVDP Administrative Staff