

LIBERTY Dental Plan of California, Inc.

PEDODONTIST PROVIDER AGREEMENT

This agreement is made and entered into this _____ day of _____, 20____ by and between _____(hereinafter referred to as "DENTIST"), who is duly qualified and licensed to practice pedodontia in the State of California and LIBERTY Dental Plan of California, Inc. (hereinafter referred to as "Plan") which is a California Corporation. Whenever referred to herein, the term "DENTIST" shall include all employees, partners, dental associates, staff, and personnel under the Pedodontist's direct control.

Whereas, Plan has organized a Dental Care Program for the benefit of groups and individuals to provide access to a quality Dental Care Program at reduced costs for the benefit of members for the Plan, and their dependents. (The term Members hereinafter shall include all eligible dependents.)

Whereas, each member has entered into an agreement with the Plan to receive the benefits conferred by membership in the Plan.

Standard of Dental Care: DENTIST agrees that he shall perform his obligations under this agreement in accordance with professionally recognized standards of practice. DENTIST further agrees to provide to members services equal in quality and competence to those he provides to non-member patients and the DENTIST will not differentiate or discriminate in the treatment of member patients by reason of the fact that they are members.

Retention of Care: DENTIST agrees to render all necessary services to each of the members of any group or individuals covered by this agreement, during his regular office hours, subject to prior appointments; provided, however, that DENTIST shall have the right within the framework of professionally recognized standards of practice to reject any patient seeking his professional services. DENTIST agrees to make available to Plan a schedule of regular office hours during which the Dental office is open, and a twenty-four (24) hour emergency number.

Eligibility: All determinations as to the eligibility of any person for benefits under this agreement, or the standing of any person with respect to membership entitled to benefits under this agreement shall be determined by the Plan before DENTIST renders any dental services. The Plan shall notify DENTIST whether such person is eligible for benefits, and the nature and extent of benefits to which such individual is entitled under this contract of agreement with the group.

Substitute Specialists: When DENTIST is on vacation or is to be absent for any extended period, DENTIST shall provide a substitute specialist. Substitute specialist shall acknowledge the same plan obligations and fees as DENTIST and substitute specialist shall agree in writing to be bound by all of the provisions of this agreement, including, without limitation, the fee schedule included in Attachment I to this agreement and Sections A (1) through A (3), B, C and D under "KNOX-KEENE ACT". DENTIST shall provide Plan with sufficient notice of absence from the office so that Plan may credential the proposed substitute. Sufficient notice is defined as written notice received by the Plan at least 10 days prior to the first day of the proposed absence.

Duration of Agreement: This agreement shall continue in effect until termination by either party, effective ninety (90) days after written notice of intention to terminate is sent by registered or certified mail. Such termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination. In the event of the termination of this agreement, DENTIST shall complete all work started prior to the termination.

Participation in Plan Quality of Care Review: DENTIST agrees to participate in LDP Utilization Review Program, and Quality of Care Program as described in the Provider Manual. DENTIST further agrees to be bound by Utilization Review decisions consistent with professionally recognized standards of practice and waive any right to charge an Enrollee for any charges denied pursuant to the Utilization Review procedures and to participate in the Plan Grievance Procedure described in the Provider Manual.

Dentist-Patient Relationship: DENTIST shall use his or her own professional judgment in all aspects of rendering dental services to any member and shall maintain the dentist-patient relationship. The Plan agrees and acknowledges that DENTIST shall be solely responsible to the member for rendering those services. It is expressly agreed between the parties that DENTIST is an independent contractor and that neither the group nor the plan shall have any dominion or control over DENTIST's practice, provided that DENTIST shall participate in the LDP Utilization Review Program and Quality of Care Program as described above.

Resolution Of Disputes: In the event of a dispute between the dental office and LDP, the dispute resolution procedure, contained in the Provider Manual for specialty care providers will be followed. Any dispute may be submitted in writing to LDP at the address designated in the Provider Manual or by telephone to the Director of Provider Relations at the telephone number in the Provider Manual.

Insurance: DENTIST agrees to indemnify, save and hold harmless Plan or any of its agents from any and all liabilities, costs, losses, expenses, disbursements and fees (including attorney's fees) that may be incurred by Plan or its agents in connection with any controversy, action, suit, proceeding or litigation arising from the execution of this agreement with DENTIST. The dental office agrees to maintain a policy of insurance for this purpose with a responsible insurance company approved by Plan for the benefits of the dental office, its staff, agents and employees; said policy to provide coverage in an amount not less than One Million Dollars (\$1,000,000) with respect to any claim or claims that may arise out of, or as a result of any alleged malpractice, negligence, act or omission caused or alleged to have been caused by the Dental Office, its staff, agents or employees in the performance of, or omission of, any duty assumed by the Dental Office, its staff, agents or employees and associate dentists hereunder or in connection herewith.

Notice to Member on Termination of Agreement: In the event this contract is terminated by either party, in accordance with the procedure set forth herein, DENTIST agrees that at the time the patient seeks an appointment he will notify each Patient prior to giving services that the contract is no longer in effect.

Assignability of Agreement: This agreement being intended to secure the personal services of DENTIST and dentists associated with DENTIST, shall not be assigned or transferred, without the written consent of Plan.

Non-Exclusive: This agreement is not exclusive in any respect, and Plan, and each participating group, and the members of such groups, are entitled to enter into similar contracts with other dentists and DENTIST is free to enter into similar contracts with other parties, or with other groups not represented by the Plan, and to maintain their private practices. It is further understood and agreed that the signing of this contract acknowledges this DENTIST as being Board Certified and/or Board Eligible according to the American Dental Association.

KNOX-KEENE ACT:

A. DENTIST is aware of Section 1300.67.8 of the Regulations of the Department of Managed Health Care (Subchapter 5.5 of Chapter 3 of Title 10, California Administrative Code), has reviewed said regulations and agrees to abide by the following terms and conditions:

1. The DENTIST shall maintain such records and provide such information to the Plan or to the Department of Managed Health Care as may be necessary for compliance by the Plan with the provisions of the Act and the applicable rules. This obligation is not terminated upon, the termination of this agreement and DENTIST agrees to keep and maintain all such records for a period of not less than two (2) years, after said date of termination.
2. The Plan shall have access at reasonable times to the books, records, and papers of the DENTIST relating to the dental services provided by the DENTIST to the members of the Plan and the cost thereof for the payments received by the DENTIST from members, and of the financial condition of the DENTIST.
3. DENTIST shall not receive a co-payment, surcharge or otherwise collect any monies from members for covered services except as authorized in the contracts between the Plan and contracting groups or organizations. Should the Plan receive notice DENTIST is or has collected any monies or funds for which he is unauthorized under this contract, the Plan shall immediately investigate and should it find the allegations to be true, shall take whatever action is appropriate to recover the funds due member. DENTIST agrees to promptly reimburse members for all unauthorized monies it collects from members.
4. DENTIST agrees that any new amendments to the Knox-Keene Act or its regulations shall when applicable, automatically become part of this contract, and in any inconsistency, the Law and Regulations shall prevail over any provision of this contract.

B. DENTIST is also aware of Sections 1381 and 1385 of the Health & Safety Code of the State of California which provides in part as follows: DENTIST has reviewed said Sections as set forth below and agrees to abide by the following terms and conditions.

1. All records, books and papers of DENTIST relating to the dental services provided by DENTIST to members of the Plan shall be open to inspection during normal business hours by the Department of Managed Health Care. All such records, books and papers shall be located within the State of California.
2. DENTIST shall report to the Plan in writing, all co-payment and surcharge monies paid by member directly to DENTIST.

C. Upon termination of this contract DENTIST agrees to comply with the provisions of subdivision (a) (10) of Section 1300.67.4 of the Regulations which reads as follows:

1. Upon termination of a provider contract, the Plan shall be liable for covered services rendered by such a provider (other than for co-payments or excluded procedures) to a member who retains eligibility under the contract or by operation of law under the care of such provider at the time of such termination until the services being rendered to the member by such provider are completed, unless the Plan makes reasonable and appropriate provision for the assumption of such services by a contracting provider.

D. DENTIST agrees that in the event the Plan fails to pay for services as set forth in this dental provider contract, the Member shall not be liable to the DENTIST for any sum owed by the Plan. Under no circumstances will DENTIST, his agent, trustees or assignees maintain any action at law against a Member to collect any sums owed by the Plan.

E. In the event this contract is terminated for any reason DENTIST shall continue to provide services and the Plan shall be liable for covered services rendered by DENTIST (other than for co-payments as defined herein) to a Member who retains eligibility under the applicable Plan contract or by operation of law under care of DENTIST at the time of such termination until the services being rendered to the Member by DENTIST are completed, unless the Plan makes reasonable and dentally appropriate provision for the assumption of such services by another DENTIST.

F. DENTIST acknowledges and understands that the Plan is subject to the requirements of Chapter 2.2 of Division 2 of the code and Subchapter 5.5 of Chapter 3 of Title 10 and of Chapter 2.2 of Division 2 of the Health and Safety Code and Chapter 1 of Title 28 of the California Code of Regulations, and any provision required to be in this Contract by either of the above shall bind the Plan and DENTIST whether or not such provisions appears in this Contract. Dentist also acknowledges and understands that the Plan and this Contract are governed by and will be construed in accordance with all laws, regulations and contractual obligations of state regulatory agencies such as the Department of Managed Health Care, and the Department of Health Services any provision required to be in the contract by either of the above shall bind the plan whether or not provided in the contract.

In witness thereof, the parties hereto have affixed their signature this _____ day of _____, 20 _____ at _____.

Office Name _____

Liberty Dental Plan, Inc.

Dentist Signature

By

Address

Address

City/State/Zip

City/State/Zip

Telephone

Telephone

License Number

Tax I.D. Number

Medi-Cal Billing ID#

Medi-Cal Rendering ID#

Rev 5/24/2005

