

California Dental Network, Inc.

1971 E. 4th Street, Suite 184
Santa Ana, CA 92705-3917

Phone (714) 479-0777: Toll-Free (877) 4-DENTAL: Fax (714) 479-0779

Dental Services Agreement **For Orthodontists**

This Agreement is made and entered into this ____ day of _____, 20____ by and between California Dental Network, Inc., a California corporation, (hereinafter referred to as "CDN"), and _____ (hereinafter referred to as "ORTHODONTIST").

In consideration of the mutual covenants hereinafter contained, the parties hereby agree:

Declarations

CDN is a Health Care Service Plan licensed by the California Department of Corporations under the Knox-Keene Health Care Service Plan Act of 1975 to provide or arrange for dental care to members enrolled under Individual or Group Subscriber Agreements.

ORTHODONTIST operates and maintains an orthodontic practice in the State of California and wishes to treat CDN members as patients in his/her practice under the terms and conditions of such member's enrollment in CDN.

I. MEMBERS ELIGIBLE FOR SERVICES.

Members eligible for treatment by ORTHODONTIST under this Agreement shall be only those members covered under a Group or Individual Subscriber Agreement with CDN at the time orthodontic services are rendered. Before rendering or refusing services to any person claiming to be a CDN member, ORTHODONTIST shall telephone CDN for verification of the person's eligibility status and obtain an authorization, if applicable. ORTHODONTIST must obtain a written authorization from CDN for the treatment of any member where all or any portion of the payment for orthodontic services is made by CDN. CDN's authorization shall be in writing and shall set forth the benefits to which the member is entitled, the amount of member copayments, and the amount and timing of payments that will be made by CDN.

II. RENDERING CARE TO ELIGIBLE MEMBERS.

ORTHODONTIST shall render all covered orthodontic services to each member eligible for service under this Agreement during ORTHODONTIST's regular office hours, and subject to ORTHODONTIST's usual appointment scheduling practices. Covered services shall be provided in accordance with the Principle Benefits, Principle Exclusions and Principle Limitations contained in the Group or Individual Subscriber Agreement under which the member is enrolled. ORTHODONTIST shall have the right, within the framework of professional ethics, to reject any patient seeking ORTHODONTIST's professional services.

ORTHODONTIST shall provide appointments to eligible members upon reasonable request, which shall not exceed two weeks for non-emergency cases. ORTHODONTIST shall also provide 24-hour emergency services and will arrange for coverage of emergencies during vacations and other periods when ORTHODONTIST's office is closed, or make other arrangements for services.

III. SERVICES NOT COVERED AND OTHER FEES DUE DIRECTLY FROM MEMBER.

It is expressly agreed that ORTHODONTIST shall look solely to the member, or the member's responsible party, for payment of orthodontic services which are not covered by CDN and for the payment of copayments that are to be paid by the member for certain covered services. CDN shall have no responsibility for the payment of non-covered services or for the patient's copayments for covered services. ORTHODONTIST shall bill the member for non-covered services at a rate not to exceed the ORTHODONTIST's usual and customary fees.

IV. PAYMENT TO ORTHODONTIST FOR SERVICES UNDER THIS AGREEMENT.

ORTHODONTIST agrees to accept, as payment in full for all covered services provided to CDN members, the amounts set forth in Attachment A, which are inclusive of member copayments, where applicable.

ORTHODONTIST shall look solely to CDN for payment of amounts due from CDN under this Agreement, and members shall not be directly or indirectly liable for amounts due from CDN during the term of this Agreement and/or after termination. ORTHODONTIST acknowledges that Section 1379 of the Knox-Keene Health Care Service Plan Act prohibits providers, and agents or trustees thereof, from bringing any action at law against a member to collect amounts owed from a Health Care Service Plan.

ORTHODONTIST agrees that CDN has the right to deduct, offset or withhold from any payment(s) otherwise due ORTHODONTIST, amounts due from ORTHODONTIST through ORTHODONTIST's neglect or failure to fulfill any business or patient obligation that involves CDN's members, operations and/or obligations.

V. TREATMENT BY ANOTHER DENTIST OR SPECIALIST.

If, in ORTHODONTIST's professional opinion, a member requires the services of a general dentist or specialist, ORTHODONTIST shall refer the member, along with all appropriate records and x-rays to the CDN general dentist that the member has selected or been assigned to provide the member's primary dental care. The member's general dentist will treat the member's condition, or obtain approval for a specialty referral. If the member's general dentist disagrees with ORTHODONTIST's opinion, ORTHODONTIST may submit the matter to CDN's Dental Director, who shall confer with ORTHODONTIST and the member's general dentist to discuss the diagnosis and the member's benefits, if applicable.

VI. DURATION AND TERMINATION OF AGREEMENT.

This Agreement shall be for a period of one year from CDN's approval date, indicated below, and shall automatically renew for additional one-year periods until terminated. Either party may terminate this Agreement, at any time, by giving a 60-day written notice to the other party by registered or certified mail. Notwithstanding this provision, CDN may terminate this Agreement, immediately upon notice to ORTHODONTIST if ORTHODONTIST materially fails to comply with this Agreement or CDN's Quality Assurance requirements, or fails to maintain adequate insurance as required under Section X of this Agreement.

VII. OBLIGATIONS AFTER NOTICE AND TERMINATION OF AGREEMENT.

In the event notice of termination is given, by either party, ORTHODONTIST shall continue to render authorized services and treat members in accordance with this Agreement, as if notice was not given, until the date this Agreement terminates. ORTHODONTIST shall, at the time a member seeks an appointment and again prior to rendering orthodontic services, notify each member that he/she has given notice of termination with the effective date, or is no longer a participating CDN provider, whichever the case may be at such time. ORTHODONTIST shall not render any covered orthodontic services to CDN members after the date this Agreement terminates, except that ORTHODONTIST shall complete all cases started prior to the termination date in accordance with the provisions of this Agreement. ORTHODONTIST agrees to forward to the member's new orthodontist or general dentist copies of all patient records and x-rays within 30 days of a request from the member, another ORTHODONTIST or the general dentist treating the member.

Termination of this Agreement does not relieve ORTHODONTIST of the responsibilities to maintain insurance and indemnify CDN and its agents as set forth in Section X, to maintain and provide access to books and records as set forth in Section XII, or to the dispute resolution procedures set forth in Section XVI of this Agreement.

VIII. STANDARD OF ORTHODONTIST CARE.

ORTHODONTIST agrees that all services rendered to members under this Agreement shall be in accordance with the high standards of the dental profession for competence, care and concern for the welfare and needs of each member as set forth in the "Principals of Ethics of the American Dental Association" and the "Dental Practice Act" of the State of California. ORTHODONTIST will not discriminate in the treatment of member patients and agrees to provide services to members equal in all respects to that provided to non-member patients of his/her practice. Furthermore, ORTHODONTIST shall not discriminate against any group or member, or prospective group or member because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation or age.

IX. ORTHODONTIST-PATIENT RELATIONSHIP.

ORTHODONTIST shall maintain the orthodontist-patient relationship with each member eligible for services under this Agreement and shall be solely responsible to such members for any dental advice and/or treatment. It is expressly agreed between the parties that ORTHODONTIST is an independent contractor and that neither the member, CDN, nor any group contracting with CDN shall control or dominate the ORTHODONTIST's practice, practice personnel, facilities or the orthodontist-patient relationship.

X. INSURANCE AND INDEMNIFICATION.

ORTHODONTIST agrees to carry, at all times during the term of this Agreement and for at least seven years thereafter, such policies of professional liability and other insurance as shall be necessary to insure ORTHODONTIST and ORTHODONTIST's employees, agents, associates or affiliates against any claim(s) for damages, personal injury or death caused directly or indirectly in connection with the provision of services, lack of services, or the uses of any property, facilities or equipment under this Agreement. ORTHODONTIST shall provide CDN with "Certificates of Insurance" from ORTHODONTIST's insurance carrier(s) to evidence the existence of such coverage(s) in amounts acceptable to CDN. Failure to maintain such insurance is grounds for CDN to immediately terminate this Agreement. CDN may provide copies of such certificate(s) to any group or potential group upon request. ORTHODONTIST hereby agrees to indemnify and hold harmless CDN and any of CDN's officers, directors, agents, representatives and/or employees from and against all claims, suits, demands, actions, losses, liabilities and expenses, (including, without limitation, actual legal fees and expenses), that may arise out of any; (1) act or omission by ORTHODONTIST or any of ORTHODONTIST's employees, agents, associates, or affiliates in connection with any orthodontic services, lack of services, or the uses of any property, facilities or equipment pursuant to this Agreement; (2) breach or failure of ORTHODONTIST or ORTHODONTIST's employees, agents, associates, or affiliates to perform any representation, warranties, covenants or term(s) of this Agreement; (3) liability of ORTHODONTIST, whether contingent, absolute, direct, indirect, matured or unmatured.

XI. PROHIBITION OF SURCHARGES.

ORTHODONTIST shall not surcharge members for covered services. A surcharge, as used herein, is an additional fee which is charged to a member for a covered service but which is not approved by the Commissioner of Corporations, or provided for in the Group or Individual Subscriber Agreement under which the member is enrolled. ORTHODONTIST must report in writing to CDN all copayments and surcharges paid by members to ORTHODONTIST, unless the Commissioner of Corporations expressly approves otherwise.

XII. RECORDS AND REPORTS.

ORTHODONTIST shall maintain such records and provide such information to CDN or the Commissioner of Corporations as may be necessary for CDN to comply with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 and the regulations promulgated thereunder. Such records shall be retained for a period of at least five years, the last two years of which shall be in an easily accessible place at ORTHODONTIST's office. CDN and/or the Commissioner of Corporations shall have access, during normal business hours and with reasonable notice to the books and records, including financial records, and documents of ORTHODONTIST relating to the orthodontic services provided to CDN members, to the cost of such services and to payments received by ORTHODONTIST from CDN members, or from others on the member's behalf.

XIII. ORTHODONTIST'S PARTICIPATION IN CDN COMMITTEES AND POLICIES.

ORTHODONTIST agrees to cooperate with, participate in and abide by CDN's Quality Assurance and Peer Review Programs, Grievance Resolution Process and Public Policy Participation System.

XIV. NON-EXCLUSIVE.

This Agreement is not exclusive in any respect and CDN may enter into similar agreements with other orthodontists, and ORTHODONTIST is entitled to enter into similar agreements with other plans.

XV. ASSIGNABILITY.

This Agreement is intended to secure the personal services of ORTHODONTIST, and his/her associates, and therefore may not be assigned or transferred without the written consent of CDN.

XVI. DISPUTE RESOLUTION.

The Plan maintains a provider dispute resolution process to deal with all provider complaints. Any disputes or complaints shall be made to CDN in writing or contacting CDN at the address and telephone number indicated herein. Providers will

receive a written response within 30 days as to the disposition of the complaint. Appeal of the decisions regarding the provider's complaint may be made in writing to the Plan's Public Policy or Quality Assurance Committee. If the provider is not satisfied with the Public Policy or Quality Assurance Committee's decision, the provider may pursue binding arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be held in Orange County, California and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. In addition, ORTHODONTIST agrees to comply with any and all arbitration proceedings initiated by members involving CDN, a CDN contractor or CDN employee, agent or representative.

XVII. GOVERNING LAW.

The parties agree that the laws of the State of California shall govern the validity, construction and interpretation of this Agreement. ORTHODONTIST agrees that any amendment required to meet state regulations governing Knox-Keene Health Care Service Plans shall automatically become part of this Agreement and that in the event of any inconsistency, the applicable laws or regulations shall prevail over any provision of this Agreement. In the event a court or arbitrator(s) with component jurisdiction determines that any provision of this Agreement is invalid, for any reason, the remaining provisions of this Agreement shall be binding upon the parties.

XVIII. ENTIRE AGREEMENT.

This Agreement, with attachments, constitutes the sole and entire contract and understanding between the parties hereto with respect to the subject matter hereto. Except as set forth in Section XVII, no amendment or modification of this Agreement shall exist or become enforceable unless it is in writing and signed by both parties.

XIX. NOTICES.

Any notice or other communication required or permitted hereunder shall be in writing, and shall be deemed to have been given if personally delivered or 24 hours after placed in the United States mail, first class postage-paid addressed to:

ORTHODONTIST:

CDN:

Stephen R. Casey, President
California Dental Network, Inc.
1971 E. 4th St., #184
Santa Ana, CA 92705-3917

In witness whereof, the parties hereto have entered into this Agreement as of the date indicated above.

ORTHODONTIST: _____

Print Name

Signature: _____

Date: _____

SSN or Federal Tax ID #: _____

CALIFORNIA DENTAL NETWORK, INC.

Signature: _____

Name/Title: Stephen R. Casey, President

Approval Date: _____

California Dental Network, Inc.

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Dental Services Agreement For Orthodontists

Attachment A Schedule of Reimbursements

ORTHODONTIST agrees to accept as payment in full for all covered services provided to CDN members, the following amounts, which are inclusive of member copayments, where applicable:

	<u>Orthodontic Plans</u>			
	<u>101</u>	<u>102</u>	<u>103</u>	<u>104</u>
<u>Standard 24-Month Cases*</u>				
Full Banded Case, (upper & lower)				
Children, up to age 19	\$1,600	\$1,695	\$1,775	\$1,845
Adults	\$1,950	\$1,695	\$1,975	\$2,045
Upper or Lower Banded Case				
Children, up to age 19	\$1,000	\$1,000	\$1,000	\$1,225
Adults	\$1,400	\$1,000	\$1,000	\$1,225
<u>Other Fees</u>				
Consultation	\$40	\$40	\$25	\$20
Diagnosis & Records**	UCR Fees	UCR Fees	UCR Fees	\$350
Appliances (head gear)	UCR Fees	UCR Fees	UCR Fees	UCR Fees
Retention after treatment				
Full Banded Case				
Children, up to age 19	\$250	\$250	UCR Fees	\$300
Adults	\$300	\$300	UCR Fees	\$300
Upper or Lower Banded Case				
Children, up to age 19	\$125	\$125	UCR Fees	\$150
Adults	\$200	\$200	UCR Fees	\$150
Broken Appointments (without 24 hours notice)	\$40	\$40	\$25	\$20

* **ORTHODONTIST may charge members an additional fee** for the cost of cases over 24 months based upon the difference in ORTHODONTIST's UCR fees for the needed treatment period, less the ORTHODONTIST's UCR fees for a 24-month treatment period.

** Includes x-rays, tracings, photographs and study models.

**Providers are not required to participate in all benefit plans!
You may choose to participate in only the benefit plans you select.**

**Please indicate below the orthodontic plans that your office wishes to participate in:
Please Initial Selected Orthodontic Plan(s)**

_____ **101** _____ **102** _____ **103** _____ **104**