

## PROVIDER AGREEMENT

PROVIDER PROFILE OFFICE PROFILE SPECIALIST

Southwest Preferred Dental Organization, Inc. 3625 North 16<sup>th</sup> Street, Suite 206 Phoenix, AZ 85016

This Provider Agreement made and entered into the	e day of	, 20	, by and between
h	ereinafter referred to as "Dentist/Provider"	and Southwest	Preferred Dental
Organization, Inc., a preferred provider organization	, hereinafter referred to as "Plan".		

Plan and Dentist/Provider agree to the following:

- A. Plan has organized a dental network to provide dental care and related benefits for the individuals, employees and eligible dependents of said individuals and employees (hereinafter shall be referred to as Member (s). Members covered by this Provider Agreement for which the Dentist/Provider is responsible include patients of record or persons listed on an eligible roster of the Plan or Participating Group in which the Dentist/Provider is participating.
- B. Each of Participating Plans and Groups represented by Plan has entered into Plan Agreements with Plan by the terms of which the Plan has agreed to arrange dental care for such Members in exchange for periodic payments by such individuals or groups.
- C. All such Plan Agreements with Participating Plans and Groups shall specify the Member's dental benefits and covered services and shall be included within the terms and conditions of this Provider Agreement.

It is specifically understood by the parties that the said Agreements contain varying provisions, and also provide that they may be modified prospectively from time to time. Now, therefore, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is agreed as follows:

#### **RENDITION OF CARE:**

- Dentist/Provider (s) listed as undersigned and/or on Attachment 1 "Participating Dentist (s)" are included in this Provider Agreement.
- Dentist/Provider agrees to render necessary dental services to each of the Members covered by Plan Agreement. Such rendition of services shall occur during his/her regular office hours, subject to prior appointments, provided, however, that Dentist/Provider shall have the right within the framework of professional ethics to reject any patient seeking his/her professional services.

### **ELIGILIBILTY:**

3. All determinations as to the eligibility of any person for benefits under a Plan Agreement, or the standing of any person with respect to membership in any group entitled to benefits under a Plan Agreement shall be determined by the group and the Plan before the Dentist/Provider renders any dental services. Dentist/Provider will make telephone contact with a representative designated by the Plan, before delivering service to Members to confirm current membership and subscriber identification number.

### FEES DUE DIRECTLY FROM MEMBER:

- Dentist/Provider will not charge the Member for services covered by the Plan Agreement between the Member and Plan or between the Member and Participating Group except for coinsurance, copayments and deductibles that are applicable.
- 5. It is also understood and agreed that cases will arise where Dentist/Provider will perform dental services for Members, which services exceed benefit limitations or are not covered by the Plan Agreement then in force between the Member and the Plan or between the Member and the Participating Group. In such cases, Dentist/Provider agrees to look solely to the Member for payment of such services. Payment for such services shall be billed by Dentist/Provider at a rate not in excess of Dentist/Provider's usual and customary fee, less any amount paid by the group or such other insurance or other benefits covering said patient.

## SUBSTITUTE - DENTIST

6. When the Dentist/Provider is on vacation or is to be absent for any extended period, Dentist/Provider shall provide a substitute dentist. Compensation to the substitute dentist in excess of the compensation otherwise payable under this Provider Agreement is the responsibility of the Dentist/Provider.

#### **USE OF DENTIST/PROVIDER NAME**

7. Dentist/Provider understands and consents to the inclusion of his/her name in Plan's or group's Provider Directories.

#### **PARTICIPATING PLANS & GROUPS**

8. The Participating Plans & Groups covered by this Provider Agreement are listed in Attachment 2 to this Provider Agreement. Such list may be modified from time to time. Dentist/Provider will be notified of any modification.

#### CHANGE IN CONTRACT TERMS AND BENEFITS WITH GROUPS AND MEMBERS

9. It is specifically understood that the benefits, terms and conditions of the various Plan Agreements between the Participating Groups and Plan may be changed from time to time during the term of this Provider Agreement. Plan agrees to notify Dentist/Provider in writing of the nature of such changes to the extent such changes affect the terms of this Provider Agreement. Unless, within ten (10) days after receipt of such notification, Dentist/Provider notifies Plan in writing that he/she declines to provide dental services to the group (s) involved and Members in accordance with the changed Plan Agreements, Dentist/Provider agrees to continue to perform dental services under the modified Plan Agreements, and this Provider Agreement shall be deemed amended accordingly.

#### STANDARD OF CARE

10. Dentist/Provider agrees that he/she shall perform his/her obligations under this Provider Agreement in accordance with high standards of competence, care and concern for the welfare and needs of the Members of Participating Groups and their dependents and in accordance with the "principles of ethics" of the American Dental Association and the Dental Practice Act of the State in which I am licensed. It is understood that the inclusion of Dentist/Provider on the panel of the Plan or on one of the Plan's Participating Groups is not a recommendation of Dentist/Provider by the group or Plan.

#### NON - EXCLUSIVE

11. This Provider Agreement is not exclusive in any respect. Plan and each Participating Group and the Members of the Plan and such Groups are entitled to enter into similar agreements with other parties, or with other dentists. Dentist/Provider is free to enter into similar agreements with other parties, or with other groups not represented by Plan.

#### **DENTIST - PATIENT RELATIONSHIP**

12. Dentist/Provider shall maintain the dentist-patient relationship with Members of Participating Groups, and shall be solely responsible to the patient for dental advice and treatment. It is expressly agreed between the parties that the Dentist/Provider is an independent contractor and that neither group nor Plan shall have any dominion or control over the Dentist's/Provider's practice, the dentist-patient relationship, his/her personnel or facilities.

## **MALPRACTICE**

13. Dentist/Provider agrees to carry malpractice insurance in an amount not less than \$1,000,000 per person or \$3,000,000 per incident. Dentist/Provider will instruct Professional Liability Insurer to notify the Plan of termination of such coverage within ten (10) days of termination. Plan shall be notified in the even of policy changes, including but not limited to policy number, dollar coverage amount, and term of coverage and claim history.

#### NOTICE TO MEMBERS OF TERMINATION OF AGREEMENT

14. In the event that this Provider Agreement is terminated by either party, in accordance with the procedures set forth herein, Dentist/Provider agrees that at the time the patient seeks an appointment, he/she will notify Member prior to giving service that the Agreement is no longer in effect. In the event such notice is not given to the patient, Dentist/Provider agrees to accept payment for his/her services at a rate no more than set forth in the schedules attached hereto.

#### **ASSIGNABILITY OF AGREEMENT**

15. This Provider Agreement, being intended to secure the personal services of Dentist/Provider and dentists associated with Dentist/Provider, shall not be assigned or transferred without written consent of the Plan.

### COMPENSATION TO DENTIST/PROVIDER

- 16. Dentist/Provider understands that there is no capitation involved in the Plan's dental program. Dentist/Provider further agrees and understands that the total reimbursement shall not exceed the fee schedules listed in Attachment 2 and made part of this Agreement. Dentist/Provider will be notified of changes to fee schedules and will have ten (10) days to request changes. Failure to request changes in the allowed time will be considered acceptance.
- 17. Unless delegated by Plan, Plan shall pay or arrange to pay Dentist/Provider for covered services rendered to members. Dentists/Providers shall bill Plan or, if designated by Plan, the Participating Group for all covered services related to Member by submitting bills to Plan or, if designated, the Participating Group. Plan shall inform Dentist/Provider as to Participating Group billing address if applicable by separate letter.

#### UTILIZATION AND QUALITY CONTROL

18. The Plan has organized a Quality Assurance and Utilization Review process through which dental care can be monitored on a continuing basis. A Review Committee compromised of dentists will review patient evaluations, diagnosis, treatment and follow-up care. This will be accomplished by the committee's comparison of Dentist's/Provider's dental care with standardized norms and criteria. All information gathered and discussions held in this process will be kept confidential amongst Plan employees, Plan Dental Director and Review Committees and not for general release.

Dentist/Provider will be informed about their dental care that does not conform to the Plan's standardized norms. Dentist/Provider will then be required to either follow the recommendations of the involved committee or demonstrate to that committee the appropriateness of their individual dental care. Dentists/Providers will use their best effort in delivering quality dental care in the most cost effective manner possible.

#### **DURATION OF AGREEMENT**

- 19. Dentist/Provider participation in this Provider Agreement shall initially be for one (1) year. Thereafter, either party may unilaterally terminate this Provider Agreement without cause, by giving sixty (60) days written notice mailed by registered or prepaid certified mail to the last known address of the other party. Termination shall be effective on the first day of the month following the completion of the sixty (60) day notice. Such termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination and any continuing obligations after the termination as set forth herein. Suspension or termination of Dentist/Provider license or failure to adhere to Plan's utilization and quality control process may result in immediate termination for cause of this Provider Agreement at any time.
- 20. If this Provider Agreement is terminated, Dentist/Provider will complete all treatment in progress and forward copies of the covered person's records and duplicate x-rays and study models to a new Dentist/Provider within thirty (30) days after the completion of the treatment in progress.

#### **OPERATIONS, POLICIES, AND PROCEDURES**

- 21. The operations, policies and procedures are contained in the Plan Guidebook. The contents of the Plan Guidebook are considered an addendum to this Provider Agreement. They will be updated periodically throughout the year. If you disagree with any part of the Plan Guidebook or update, you must notify the Plan within 10 days, otherwise it will be deemed as accepted.
- 22. The contents of the Provider Profile (Attachment 3) and Office Profile (Attachment 4) are considered an integral part of this Provider Agreement.

I HEREBY CERTIFY THE INFORMATION CONTAINED IN THE ENCLOSED ATTACHMENTS TO THIS PROVIDER AGREEMENT IS TRUE AND ACCURATE AND I UNDERSTANT THAT ANY MATERIAL MISSTATEMENTS IN OR OMISSIONS FROM THIS APPLICATION SHALL CONSTITUE CAUSE FOR DENIAL OF PARTICIPATION OR RESULT IN A LATER TERMINATION AS A CONTRACTED PROVIDER OF CARE FOR SOUTHWEST PREFERRED DENTAL ORGANIZATION.

I HEREBY AUTHORIZE THAT SOUTHWEST PREFERRED DENTAL ORGANIZATION MAY PROVIDE THE INFORMATION CONTAINED IN THIS PROVIDER AGREEMENT TO VARIOUS THIRD PARTY PAYORS FOR THE PURPOSE OF CONTRACTING WITH SUCH PAYORS.

Check On	ne: Corporation	Partnership	Proprietorship	Other	
IF SIGNIN	NG AS AN INDIVIDUA	AL PRACTITIONER	IF SIGNING	G ON BEHALF OF A GROUP/CORPOR	ATION
Ву	(Dentist's/Provider's	Signature)	By(Signature	of person authorized to bind Group/Corp	oration)
		Name – Please Print)		Name/Title of Above – Please Print)	
Date			Date		
	(Name of Individual	Practice – Please Print)		Name of Group or Corporation – Please	Print)
SS#	TA	X ID#	SS#	TAX ID#	
STATE LI	ICENSE #		STATE LICENS	E#	
ONLY		ACC	CEPTANCE		
USE ON	-	) A-th-sid Ciat	Title		
00 U	(8400	Authorized Signature)	Date		
SPDO	(Print N	Name)			

## **ATTACHMENT 1**

# **PARTICIPATING DENTIST (s)**

List addresses and names of Providers/Dentists at each location that participate under this agreement. Only those listed below will be included in the Provider Directory of the Participating Plan or Group.

ocation 1:			
City	State		Zip Code
Phone:	Fax:		
articipating Dentist (s):		Specialty:	
ocation 2:			
City	State		Zip Code
Phone:		Fax:	
rticipating Dentist (s):	<u>-</u>	Specialty:	
cation 3:			
City	State		Zip Code
Phone:		Fax:	
articipating Dentist (s):		Specialty:	

## **ATTACHMENT 2**

## **FEE SCHEDULES**

## **Fee Schedules**

1. SecureCare Dental and Southwest Preferred Dental Organization (SPDO) Membership Plan/SecureOne Plan

## ENDODONTIST/PERIODONTIST/ORAL SURGEON/PROSTHODONTIST

 Provider/Dentist agrees to accept a 25% discount on Usual, Customary, and Reasonable (UCR)

### PEDIATRIC DENTIST

 Provider/Dentist agrees to accept a 10% discount on Usual, Customary, and Reasonable (UCR)

# **SPDO PROVIDER PROFILE**

# **Complete for Each Dentist**

Provi	ider Na	me			
Туре	of Spec	cialty			
Offic	e Addr	ess			
E-ma	il Addr	ress	Office Webs	site Address	
Date	of Birtl	ı	_ Social Securi	ty Number	<u>.</u>
<b>A.</b>	Cred	entials			
	1.	General Dental School		Year Grad.	
		Specialty Program School		Year Grad.	
	2.	Years in Practice Li	cense #	A.D.A. Me	ember?
	3.	DEA License #		A.D.A. Nu	mber
В.	How	long have you practiced at	this location?		
Curre	NAM ent:	e list names and locations of E OF PRACTICE	LOCATION	ve practiced at for t	the past 5 years.  DATES
	If cur	rently working at another pra	actice, do you plan	_	
C.	Board	d <b>Profile</b> (If answer yes to qu	uestions C3-5, list	t in comments below	v.)
	1.	Board Eligible Dat	e	No.	
	2.	Board Eligible Dat Board Certified Dat Malpractice Incidents with	e	No	
	3.	Malpractice Incidents with	in the last five (5)	years? Yes	: No:
	4.	Has your dental license iss	ued from any stat	e been suspended or	r revoked within the
		last five (5) years?			: No:
	5.	Has any disciplinary action	n has been taken a	against you by any S	tate Board of
		Dentistry within the past fi	ve (5) years?	Yes	: No:

	rance		
1.	Professional Liability Insurance Con		
2.	Policy #		
3.	Coverage Amount \$		
Hos	oital Membership(s)		
3)			
3) 4) Den	ist Treatment Hours at Location on 1	Page 1	
3) 4) <b>Den</b> t Mon	ist Treatment Hours at Location on I		Friday Saturday
3) 4) Dent Mon Tues	ist Treatment Hours at Location on I	Page 1 esday lay or N	Friday Saturday Sunday

# **ATTACHMENT 4**

# **SPDO OFFICE PROFILE**

**Complete for Each Location** 

A.	Name of Practice						
B.	Practice Address						
	City	State		Zip Code			
	Office E-mail Address	Website A	ddress				
	Telephone Number ()	Fax Num	ber ()				
C.	Cross Streets						
<b>).</b>	Mailing Address						
Ε.	Is this a newly constructed practice? Yes No						
F.		Hours of Operation including extended hours					
	Mon: Tue:	Wed:					
	Thurs: Fri:	Sat:	Sur	n:			
<b>J.</b>	List the minimum age of children y	you will see:		yrs. old			
Н.	Principal Owner and Associates (List all those who will be treating SPDO participating properties of the enclosed SPDO Provider Profile for each participating properties of the enclosed SPDO Provider Profile for each participating properties of the enclosed SPDO Provider Profile for each participating properties of the enclosed SPDO Provider Profile for each participating properties of the enclosed SPDO Provider Profile for each participating properties of the enclosed SPDO Provider Profile for each participating properties of the enclosed SPDO Provider Profile for each participating properties of the enclosed SPDO Provider Profile for each participating profile for each pa						
	Name	Specialty	License	-			
			Number	Date			
<u>Own</u>							
<u>)wn</u>							
<u>Own</u>							
	ciate						
	<u>ciate</u> ciate						
How	long has this practice been owned by the s is a new practice, do you have an exis						
I.	Who Performs Hygiene: (circle on Name of Hygienist (s)		P/T Hygier				
J.	Access to Care Next available Hygiene appointment Next available New patient appointm Is prophy preformed during the new	nent wee	k(s).				

	HA Regulations: Are you in compliance with OSHA Regulations? Yes No				
Plea	ase list any languages other than English spoken in the office				
Coı	ntact Person				
1.	Office Manager Telephone ()				
Mor Tue We	reatment Hours  Dentist (s) Hygienist (s) Dentist (s) Hygienist (s)  Priday Saturday Saturday  Unsday Sunday Sunda				
Fac	cilities				
1.	Is the office accessible to the handicapped? Yes No				
Off	ice Billing				
1.	Does your office act as a central source for patient billing?				
2.	What Dental Software does your office use?(i.e. – Softdent/Dentrix/Eaglesoft/Practice Works)				
3.	Does your office submit claims electronically? Yes No If "Yes", do you submit claims using your dental software? Yes No If you do not submit through your software, how do you submit electronically?				