



Crown Dental Plan

Crown Dental Plan, Inc.
320 South Service Road, Suite L
Melville, NY 11747
Tel: (516) 349-7470
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AGREEMENT BETWEEN CROWN DENTAL PLAN, INC. & DENTIST

Agreement for access to dental services dated _____, 20____, between _____
(Dentist) & Crown Dental Plan, Inc., a New York corporation (* Crown Dental Plan”).

RECITALS

- A. DENTIST IS LICENSED TO PRACTICE DENTISTRY IN NEW YORK STATE, AND AS OF THE DATE OF THIS AGREEMENT ACTIVELY PRACTICES DENTISTRY IN NEW YORK STATE.
- B. CROWN DENTAL PLAN HAS DEVELOPED A DENTAL PLAN TO PROVIDE PARTICIPANTS IN THE CROWN DENTAL PLAN AND THEIR ELIGIBLE DEPENDENTS (COLLECTIVELY, “PARTICIPANTS”) WITH ACCESS TO AFFORDABLE, COMPETENT DENTAL SERVICES.
- C. CROWN DENTAL PLAN HAS ENTERED INTO OR WILL ENTER INTO AGREEMENTS WITH PARTICIPANTS TO GAIN ACCESS TO DENTAL SERVICES.
- D. CROWN DENTAL PLAN & DENTIST DESIRE TO ENTER INTO THIS AGREEMENT TO ALLOW PARTICIPANTS ACCESS TO DENTAL SERVICES.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS SET FORTH BELOW, CROWN DENTAL PLAN & DENTIST AGREE TO THE FOLLOWING:

1. **DENTISTS, PARTNERS & EMPLOYEES.** Dentist shall require that all of Dentist’s employees, including, among others, Dentist’s partners, associates, and all personnel under Dentist’s control (collectively referred to as “Dentist”) shall provide services to Participants as provided in this Agreement.
2. **PROVISION OF SERVICES.** Dentist shall provide to Participants, by appointment, all necessary and appropriate dental services that Dentist ordinarily provides to Dentist’s other patients in Dentist’s regular practice of Dentistry. Dentist may, for professional reasons, refuse to provide services to any Participant, provided, however, that if Dentist refuses to provide such service, Dentist will return all payments Dentist obtained from such Participant.
3. **SIMILAR SERVICE.** Dentist agrees to provide Participants with dental services that are equal in all respects to the Services that Dentist provides to all of Dentist’s other patients, who are not Participants, during Dentist’s regular practice of Dentistry.
4. **ELIGIBLE PARTICIPANTS.** Prior to Dentist rendering dental services under this Agreement, Crown Dental Plan shall Determine whether or not any Participant is eligible to receive benefits related to this Agreement. If a Participant is a member of a group (“Group”) that receives benefits related to this agreement, such Group shall determine which of its members are authorized to obtain services related to this Agreement. In all circumstances, Dentist agrees to render services only to Participants that Crown Dental Plan has previously authorized as eligible for such services.
5. **ABSENCE.** If Dentist is vacationing, temporarily disabled or away from Dentist’s regular practice for any other reason, Dentist shall provide a substitute Dentist to provide dental services to participant. Dentist shall agree with any substitute Dentist that Participants shall receive dental services under the terms of the Agreement. If Dentist does maintain Dentist’s regular practice for any reason for longer than 120 days, Dentist or Crown Dental Plan may terminate this Agreement on 10 days notice by registered mail. If any Participant requires treatment to be provided by a specialist, Dentist agrees to arrange for the services of such specialist.
6. **REVIEWER OF DENTAL SERVICES.** Crown Dental Plan may, at its option have a reviewer of Dental Services (“Reviewer”) in charge of reviewing the standards of the dentists providing dental services to Participants. Reviewer may consult with and obtain the advice of licensed dentists in performing his or her responsibilities in connection with the maintenance of quality dental care for Participants of Crown Dental Plan. Dentist agrees to provide reasonable information to Reviewer. Dentist agrees to allow Reviewer to tour Dentist’s offices during regular business hours. Crown Dental Plan will give Dentist notice by registered mail if Reviewer determines that Dentist has not upheld a reasonable level of quality care customary in the practice of dentistry in connection with the dental services rendered by Dentist to Participants. Dentist agrees that if Dentist does not raise the level of such services to the reasonable level required by Reviewer within 10 days after the date such notice is mailed, Crown Dental Plan may terminate the Agreement on 10 days notice by registered mail, without liability or obligation to Crown Dental Plan.
7. **PAYMENT FOR SERVICES.** This Agreement is expressly conditioned upon Dentist’s acknowledgement and understanding that, except for the substitute dentist and specialists provided for herein, Dentist shall render the dental service under this Agreement and that Participants have complete and sole responsibility for all payments for services that they receive related to the Agreement. Crown Dental Plan shall not have any liability or obligation of any kind to dentist with respect to payments for services provided to Participants under this Agreement or otherwise. Dentist agrees to request payment from Participants for services rendered.

8. **CROWN DENTAL PLAN FEE SCHEDULE.** Dentist agrees that the maximum fee that will be charged to Participants for the dental services rendered related to this Agreement shall be the charges described in the Crown Dental Plan fee schedule (the "Fee Schedule"). A copy of the Fee Schedule is attached to this Agreement. If a particular dental service is not described in the Fee Schedule, Dentist agrees to charge Participant 25% less than Dentist's regular fee for such dental service. Dentist agrees that Crown Dental Plan is permitted to have Dentists' name, office address and phone numbers included in Crown Dental Plans list of participating Dentists and other literature distributed by Crown Dental Plan.
9. **STANDARD OF CARE.** Dentist agrees to perform under this Agreement and provide dental services to Participants with A high standard of care & competence. Dentist also agrees to provide high quality services to Participants under this Agreement in accordance with the principles of ethics of the dental profession, in general, and the American Dental Association, in particular.
10. **DEPARTING PARTICIPANTS; NO PAYMENTS:** If a Participant leaves Crown Dental Plan or decides to obtain dental services from another dentist within Crown Dental Plan, Dentist shall have sole responsibility for collection of payments for services rendered to such Participant. Crown Dental Plan shall have no obligation to collect or assist in any way in the collection of amounts due to Dentist from any such Participant. Dentist agrees that neither Dentist, nor any person acting on Dentist's behalf, including, without limitation, Dentist's specialists or representatives, shall seek payment from or make any claims against Crown Dental Plan for dental services rendered to Participants or for any other reason related to this Agreement. Dentist shall not pay Crown Dental Plan and Crown Dental Plan shall not pay dentist under this Agreement for any reason (except with respect to payments from one party to the other with respect to the shortening of notice periods under the Agreement described below).
11. **DENTIST/PATIENT RELATIONSHIP.** Dentist agrees to be solely responsible to Participants for dental services Provided to Participants. Crown Dental Plan & Dentists agree that dentist is an independent contractor for all purposes under the Agreement. Dentist agrees that Dentist shall have the Dentist/Patient relationship with Participants who seek Dentist's services. Crown Dental Plan shall not, under any circumstances, have a Dentist/Patient relationship with any Participant, patient or entity.
12. **DENTISTS PRACTICE.** Crown Dental Plan and Dentist agree that Crown Dental Plan does not and shall not control, advise, oversee or exercise any authority over Dentist's practice, the Dentist's relationship with Dentist's patients and Dentist's facilities.
13. **MODIFICATIONS OF GROUP AGREEMENTS.** Dentist acknowledges that the provisions and benefits of agreements between (a.) Crown Dental Plan and various Groups of Participants or (b.) such Groups and their members who are Participants, may be modified one or more times during the term of this Agreement. If any such agreement is modified (the "Modified Group Agreements"), Crown Dental Plan shall provide Dentist with written notice of the modifications by registered mail. Dentist agrees to give written notice to Crown Dental Plan, within 10 days of Dentist's receipt of notice of such modifications, only if Dentist does not desire to continue providing services to Participants affected by the Modified Group Agreements. If Dentist does not give such written notice to Crown Dental Plan, then Dentist agrees that this Agreement will be considered to be modified to the extent of the modifications set forth in the Modified Group Agreements, and Dentist agrees to continue to provide dental services under this Agreement, as modified.
14. **OTHER AGREEMENTS.** Crown Dental Plan, any Group and any Participant may enter into agreements that provide services similar or identical to those offered under this Agreement. Dentist and Crown Dental Plan are free to enter into agreements similar to this Agreement with other parties, but Dentist agrees to not enter into agreements with any Participant, any Group or any person that is represented by or who has an agreement with Crown Dental Plan.
15. **INSURANCE COVERAGE.** Dentist agrees that at any time Dentist renders services to Participants during the term of this Agreement, Dentist shall maintain, at Dentist's own cost, and have in force valid malpractice insurance for his dental practice with the following coverage limits: at least \$100,000 for each patient and at least \$300,000 for each incident. Dentist agrees to give Crown Dental Plan and Groups covered by this Agreement a certificate of such malpractice insurance. Such certificate shall provide that the insurance described by the certificate shall not be cancelled without giving 10 days notice of such cancellation to Crown Dental Plan and any Group. Dentist expressly agrees that this Agreement is subject to and expressly conditioned upon dentist's maintenance of the insurance coverage described above. Dentist further agrees that Crown Dental Plan may terminate this agreement on 3 days notice by registered mail if such insurance is, has been or will be cancelled.
16. **PARTICIAONTS' TERMINATION OF SERVICES: INDEMNIFICATION.** If any Participant does not seek any Services from Dentist other than the services provided to Participant at no charge (the no charge services available to Participant are described on the attached Fee Schedule). Dentist agrees that Participant, any Group or Crown Dental Plan shall have no liability or obligation to Dentist for any reason. Dentist agrees to indemnify, defend and hold harmless Crown Dental Plan and any of its representatives, agents and employees from and against any and all losses, liabilities, Damages, claims, costs or expenses, causes of action, disbursements and fees, including, without limitation, attorneys' fees, based upon, arising out of or in connection with any matter, including, without limitation, any claim, cause of action, controversy, proceeding or litigation arising from the signing of this Agreement with Dentist or Dentists' performance of this Agreement. The terms of this paragraph shall survive the termination of this Agreement.
17. **TERM OF AGREEMENT.** This Agreement shall be effective from the date hereof until Crown Dental Plan or Dentist Terminates the Agreement, which either party shall be permitted to do for any reason or for no reason at all, on 45 days notice by registered mail, unless the Agreement is terminated on fewer days notice for the reasons described above. The parties agree that the Dentist or Crown Dental Plan may give the other party fewer than the number of days required to terminate the Agreement under any paragraph of the Agreement, provided that the party who was required to give notice agrees to pay the other party \$210.00 for each week (or \$30 for each day) that such party gave less notice than required under this Agreement. If Crown Dental Plan or Dentist terminates this Agreement under the terms of the Agreement, then Dentist shall inform Participants that are dentist's patients, at the time a Participant seeks an appointment with Dentist and before any service is rendered to such Participant, that Dentist and Crown Dental Plan have terminated their affiliation in all respects. Except as discussed in this Agreement, termination shall not affect the rights, duties and obligations of Crown Dental Plan and Dentist that arose under this Agreement before termination. In the event of termination of this Agreement, Dentist agrees to collect the fees for Dentist's services to Participants as provided above.

18. MISCELLANEOUS.

- (a.) The parties do not intend to confer any rights or benefits under this Agreement on any parties other than the parties hereto.
- (b.) No waiver of any breach of this Agreement or of any of the terms or conditions by either party shall be deemed a waiver of any preceding or succeeding breach thereof or any other understanding or provision of this Agreement. No extension of time for the performance of any obligations or acts required under the Agreement shall be deemed an extension of the time for performance of any other obligations or acts by the parties.
- (c.) The purpose of this Agreement is to obtain the personal services of Dentist: the Agreement shall not be assigned or transferred by Dentist without the written consent of Crown Dental Plan.
- (d.) All written notices shall be deemed to have been made at the same time notices are mailed, registered mail, postage prepaid, return receipt requested, to Crown Dental Plan and Dentist at the addresses set forth below.
- (e.) This Agreement contains all of the terms agreed on between the parties and supersedes all of their prior written or oral understandings.
- (f.) Except as described above, this Agreement may only be changed, modified or terminated by a writing signed by the parties.
- (g.) This Agreement shall be governed by the laws of the State of New York applicable to contracts made and to be performed within New York.
- (h.) In the event any portion of this Agreement shall be determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.
- (i.) The headings of this Agreement have been inserted only for purposes of convenience, and are not part of this Agreement and shall not be deemed in any manner to explain or qualify any of the provisions of this Agreement.

IN WITNESS WHEREOF, Crown Dental Plan and Dentist have signed this Agreement on _____, 20 ____.

CROWN DENTAL PLAN, INC.
320 South Service Road
Suite L
Melville, NY 11747

(516) 349-7470
(516) 349-7434

By: _____
Its:

DENTIST

By: _____

Address: _____

Telephone #: _____