

REGULATION PERTAINING TO THE SERVICE CONTRACT

A. CLAIM PROCEDURE

1. All claims to the SSD for the insured portion of care must be submitted within six (6) months from the end of treatment; after that time, member dentists may not claim payment.
2. The amount of the claim corresponds to the dentist's usual fees.
3. Dentists must collect the fees for the non-insured portion of the care directly from the patients.
4. Dentists must diligently provide any information or document relative to their claims, paid or not, that the SSD requests. Dentists must keep documents related to claims for five (5) years from the date the care was given.

B. PEERS COMMITTEE

1. Composition

- a) The Peers Committee consists of five (5) dentists, including a president and a secretary, named by the SSD Board of Directors for a period of two (2) years.
- b) Vacancies are filled by the Board of Directors, which retains the right to replace appointed members during their term.
- c) The remuneration and expense account of Committee members are determined yearly by the SSD's Board of Directors.
- d) Quorum is three (3) members including the president or, if the president is absent, the secretary.

2. Jurisdiction

The Peers Committee has exclusive jurisdiction to:

- a) Hear and decide any dispute submitted by a member dentist. The Committee's decision is final and is binding on the dentist and the SSD
- b) Investigate any cases of failure by a member dentist to abide by the service contract or this SSD regulation.

The member dentist will then be invited to meet with the Committee before it renders a decision or formulates a recommendation.

However, if the Committee concludes that there is good reason to terminate the service contract with the member dentist, it may not issue a decision to that effect. Instead, the Committee must submit a justified recommendation to the SSD Board of Directors, which may act on this recommendation on the basis of the committee report, if it deems appropriate.

In particular, the Committee may recommend that the SSD Board of Directors exclude, without reimbursement of any membership fee paid to that date, a member dentist who has refused to comply with a decision of the Committee within the time allowed or who by his actions has injured the reputation of the SSD and other member dentists.

- c) Study any claim, received during the past two (2) years, paid or not, which may seem excessive, require explanations of the member dentist and choose a method of reimbursement (including compensation) to the SSD, as appropriate. The conclusions of the Committee will be sent in writing to the SSD Board of Directors. The Board may cancel the service contract if it concludes that such a measure is in the interest of all member dentists.

3. Procedure

- a) A member dentist may inform the Committee of any decision rendered by the SSD if he thinks it violates the service contract or this regulation.

The member dentist may file such a request within one hundred eighty (180) days of the decision he contests.

- b) The SSD may request that the Committee examine claims submitted by a member dentist, whether paid or not.

C. CESSATION AND TERMINATION OF THE SERVICE CONTRACT

1. The notice of termination of the service contract provided in paragraph 7 of the service contract between the SSD and member dentist will only be enforceable on the person on whom it is serviced if it has been sent by registered mail within the deadlines provided in paragraph 7.
2. The member dentist (or his assigns) is entitled to reimbursement of service charges provided in paragraph 5:1a) and 1b) of the service contract, pro rated for the time elapsed, in the following cases:
 - Death.
 - Striking from the roll of the Ordre des dentistes du Québec.

D. COMING INTO FORCE OF THE REGULATION

This regulation comes into force on December 1, 2000 and replaces the Regulations Pertaining to the Service Contract.