

TOTAL DENTAL ADMINISTRATORS, INC.

969 East Murray Holladay Road #4E SLC, UT 84117

(800) 880-3536 or (801) 268-9740

Provider Membership Application

Confidential

Doctor: _____

Address: _____

Phone (office) _____ (Hm) _____

College(s) Attended* _____
(Date) _____ (Degree) _____

Tax ID # _____

NPI # _____

Type of Practice: Sole proprietor _____

Corporate _____ Partnership _____

Group _____

Participating Provider Status: General _____

Specialist _____

Has your practice been accredited by any national or state organization? If so, list the organization and the date accredited: _____

Associates: _____ Degree _____

_____ Degree _____

Hygienist: _____ Degree _____

Number of employees (full time) _____

Number of employees (part time) _____

Average number of patients per month _____

Yrs. At current location ___ Yrs. At previous location _____

Number of operatories: _____

In house lab? Yes _____ No _____

Office hours: _____

Saturday hours: _____ Evening hours: _____

Emergency service capability _____

State License Number of Applicant

Form # TDA-APP

Plans for relocation/expansion (if any) _____

Has your license ever been suspended or revoked? Yes ___ No ___

Have you ever been bonded? Yes ___ No ___

List experience or membership in other PPO Plans: _____

List membership in all professional associations and societies: _____

Professional Journal Articles Authored: _____

On a separate sheet, list any other special qualifications which you feel will assist the Board in reviewing your APPLICATION.

I verify that the above information is accurate and true. I understand that my Application is not an Agreement nor does completion of the Application entitle me to provide care for participants as a TDA-PPO Provider.

Signature of Applicant

*Transcripts may be required.

TOTAL DENTAL ADMINISTRATORS OF UTAH, INC.
969 E. Murray Holladay Rd., Suite 4E
Salt Lake City, Utah 84117
(801) 268-9740 or 1-800-880-3536

**TOTAL CARE
SPECIALIST AGREEMENT**

This agreement, including any and all attachments, is made and entered into this _____ day of _____, 20____ by and between _____ (hereinafter referred to as Specialist) who is duly qualified and licensed to practice as a(n) _____ in the State of _____ and Total Dental Administrators of Utah, Inc. (TDAUT), (herein referred to as PLAN) whenever mentioned herein. The term Specialist shall include all employees of Specialist, all partners, dental associates, and all staff and personnel under his/her direct control and/or supervision or as defined by the State Dental Practice Act(s).

Now, therefore, the parties do mutually covenant and agree as follows:

I. DEFINITIONS:

- A. Member shall mean a person who is actually enrolled in a dental plan and eligible to receive services as provided for herein through an Organization under contract with the Plan.
- B. Dependent shall mean the lawful spouse and children of a Member, if enrolled in a Plan.
- C. Specialist shall mean an individual who is licensed as on Oral Surgeon, Endodontist or Periodontist, in accordance with applicable state law and who is practicing within the scope of such license, including any associates, hygienists and technicians recognized by the dental profession who act with and assist the Specialist.
- D. Dental Services shall mean those professional dental services noted in each TDA dental care program, contained in Attachment A of this Agreement, and applicable to each eligible participants.
- E. Fee Schedule shall mean the maximum allowable fees to be charged for covered dental services.
- F. Organization shall mean the group or employer which was entered into, or will enter into, a contract with the PLAN and to provide PLAN dental care benefits to its employees and other eligible participants.

II. SPECIALIST REFERRALS:

- A. The PLAN agrees to provide participating general dentists with a listing of Participating Specialists. The procedures for referral to a Participating Specialist by general dentists are dependent upon the provisions of each particular Dental Plan covering the Member to be referred. Some TDA Dental Plans require an authorization code from the PLAN prior to patient referral. Specialist agrees to accept Members referred by general dentists as described below:
 - 1. STANDARD PLAN REFERRALS: Programs not requiring prior Plan authorization. General dentists may refer patients to the Specialist without an authorization code. Member is responsible for Specialist's fee in accordance with the dental plan. The referring office (General Dentist) will be responsible for determining the eligibility of each patient referred.
 - 2. PLAN AUTHORIZED REFERRALS: Some dental plans require prior authorization by the PLAN for a Specialist referral. The prior authorization process is designed to ensure Eligible Members are referred to Participating Specialists. Specialists must receive an authorization code from the PLAN (TDA) for Members to be eligible for dental care services, and for the Specialist to be compensated from the PLAN.

III. COMPENSATION:

- A. Specialist agrees not to charge more than the specified fees and/or _____% of his/her fees, as filed with TDA on the date of this Agreement, and in accordance with the various TDA Dental Programs.
- B. Standard Total Care Dental Plans: Specialist's office will be responsible for billing and collection from the patient the fees as set forth by the dental plan.
- C. Prior Authorization plans: Specialist's office will be responsible for billing and collection from the patient and the Member's Total Care Dental Plan Schedule of Benefits and Copayments. Specialist's office will be responsible for submitting an encounter (with patient name, S.S. #, TDA's authorization code, eligible dental services rendered and dates) to PLAN (TCA) for balance of the total eligible fee.
- D. Dual Payments: In the event a Covered Participant is also covered under a policy of insurance or other prepayment program which is considered primary and which provides benefits for services that are within the scope of care provided for in the Total Care Dental Plan, Specialist agrees that any payment which Specialist receives under such other policy or program shall be credited first to reduce any Patient Copayment obligation (this does not apply to TDA-PPO plans.)
- E. Services Not Covered- Fees Due Directly From Member: Specialist agrees to look solely to the Member for payment of any dental services not set forth in the Total Care plan Schedule of Benefits and Co-Payments.

IV. TERM OF CONTRACT:

- A. This Agreement shall continue in effect until terminated 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 of the Agreement, Specialist shall complete all work started prior to the termination as follows:
 - 1. On every tooth upon which any restorative treatment has been started.

V. MALPRACTICE:

- A. Specialist agrees to carry Malpractice Insurance in an amount not less than \$100,000 per person or \$300,000 per incident. Specialist will instruct Professional Liability Insurer to notify PLAN of Professional Liability Insurer to disclose to PLAN, upon written request by PLAN, policy information including but not limited to policy number, dollar coverage amount, term of coverage, and claim history.

VI. ASSIGNABILITY OF CONTRACT:

- A. This contract being intended to secure the personal services of Specialist, shall not be assigned or transferred, or its duties delegated without prior written consent of the PLAN.

VII. CLAIMS AGAINST MEMBERS:

- A. Specialist agrees that, whether or not there is any unresolved dispute of payment claimed by Specialist, under no circumstances will Specialist, his agents, employees, consultants or representatives, whether or not employed directly or indirectly by Specialist, make any charges or claims against a member directly for any services rendered or which it is intended by the Agreement that Specialist will be compensated in the manner stated herein by PLAN, except for any charge which is according to provisions of the Agreement, to be made directly to and be paid directly by the Member or his dependent.

VIII. CONFIDENTIAL INFORMATION:

- A. Specialist acknowledges that PLAN has invested substantial time, expertise, and expenses in creating dental plan documentation including but not limited to:

Agreements, forms, contracts, promotional material, Groups and/or members information and other documents relating to the business operation of PLAN.

Specialist agrees the above written material is the property of PLAN and will be kept confidential and will be used by Specialist only in connection with its dealings with PLAN and the Groups and Members thereof to Specialist by PLAN.

IX. DENTAL RECORDS:

- A. All dental records for each Member of the PLAN serviced by Specialist shall be retained by Specialist for a period of not less than five (5) years. Specialist shall also make said dental records available for inspection by the PLAN and/or a representative of the State upon reasonable notice.

X. NON-EXCLUSIVE:

- A. This Agreement is not exclusive in any respect, and PLAN, each participating group, the Members of such groups, are entitled to enter into similar contracts with other Specialists and Specialist is free to enter into similar contracts with other parties, or with other groups not represented by PLAN, and to maintain his/her private practice.

XI. HOLD HARMLESS:

- A. Specialist agrees to hold harmless, defend and indemnify the PLAN, and any Organization, its boards of directors, officers, employees, agents and or administrators from and against all claims, suits, demands and actions that may arise out of any alleged malpractice or negligent act or omission to act, caused or alleged to have been caused by Specialist or any of his/her agents, employees, consultants, associates, owners or partners in the performance or omission of any professional duty assumed by Specialist hereunder.
- B. TDA agrees to defend, indemnify and hold Specialist harmless from and against any claim, lawsuit, liability damages, judgement and cost of litigation including attorney's fees arising out of acts of TDA, except to the extent that Specialist's insurer provides insurance coverage for the act or omission complained of.

XII. INDEPENDENT CONTRACTOR:

A. Specialist is an independent contractor. None of the provisions of the Agreement or any other representations of the parties is intended to create any relationship between PLAN and Specialist other than that of separate independent contracting entities. Neither the parties hereto nor any of their respective representatives, employees or agents shall be construed to be the representative, employee, employer, or agent of the other.

XIII. LICENSE: STANDARD OF DENTAL CARE:

A. Specialist represents and warrants that Specialist and all other dentists, specialists, technicians, hygienists, and assistants at the Facility are duly and appropriately licensed under applicable state law, and shall maintain such licenses in good standing throughout the term of this Agreement: that all equipment used in the rendering of dental services under this Agreement and required to be licensed or registered are so licensed or certified: and the Specialist has the staff, personnel and facilities to provide dental services as described in this Agreement and the PLANS.

XIV. WAIVER

A. The failure of either party to insist upon the strict performance of any covenant contained herein or the election of any remedy contained herein shall not be construed as a waiver or relinquishment for the future of such covenant or remedy. No waiver or any breach of the Contract shall be effective unless in writing.

XV. GOVERNING LAW

A. This Contract shall be governed by and construed in accordance with the laws of the State of Utah.

IF SIGNING AS AN INDIVIDUAL:

BY _____
(Dentist's Signature)

Dentist Name (Please Print)

Date: _____

SSN# or TIN# _____

Address: _____

IF SIGNING ON BEHALF OF GROUP/CORPORATION:

BY _____
(Authorized Signature)

Name/Title of above (Please Print)

Date: _____

Name of Professional Associate/ Corporate/Group (Please Print)

IRS Tax # _____

Address: _____

PLEASE SUPPLY THE FOLLOWING INFORMATION WHETHER INDIVIDUAL OR GROUP:

Name of Professional Liability Insurance _____

Policy # _____ Expiration Date _____ Coverage Amount \$ _____

ACCEPTANCE

TOTAL DENTAL ADMINISTRATORS OF UTAH, INC.

BY _____

Plan Officer

Date _____

EXHIBIT A

TOTAL DENTAL ADMINISTRATORS OF UTAH, INC.

MEMBER DENTIST AGREEMENT – SPECIALIST

SUPPLEMENTAL PAYMENTS FROM CAPITATED FUNDED POOL

When the Specialist provides the following dental care services in accordance with the Plan Member's Schedule of Benefits and Co-payments and all other contractual provisions of the Member Dentist Agreement, the Specialist shall receive supplemental payments (the difference between contracted Specialist's total fee and the Member's Plan copayment), for the eligible procedures performed by said Specialist, to the extent of the capitation funding of the pool.

Each 12 month period commencing on October 1st and ending September 30th shall be reviewed by TDA's Underwriter and adjusted in accordance with Underwriter's recommendations. Any excess (margin) between Supplemental Payment Capitation Deposits to the Fund, during the defined twelve (12) month period, and the total of Supplemental Payments disbursed to General Dentists and Specialists from the fund plus the reserves established for the incurred member dentist encounters (encounters for services rendered during the twelve month period but not yet received or processed by the Plan) shall be distributed to each participating dentist before December 31st of each year.

Disbursement of the fund margin to each participating dentist/specialist shall be based upon the percentage of the participating dentist's total supplemental payments received, during the defined twelve month period, versus the total of all supplemental payments paid out of the fund to all general dentists and specialists. Dentists/Specialists must be active participating providers on September 30th to be eligible for any disbursement.

EXHIBIT A

TOTAL DENTAL ADMINISTRATORS OF UTAH, INC.

MEMBER DENTIST AGREEMENT – SPECIALIST

Any member whose Schedule of Benefits and Copayments includes Specialty Care services at the copayment charges should be charged, by the Specialist, the copayment as provided in the member's plan of coverage. The Specialist should submit to TDA for the supplemental payment (balance between the copayment and the contracted specialist fees in affect at the time dental care services are rendered). If a member's plan of coverage includes any of the following listed dental care procedures under the following specialist categories and is provided by such specialist, subject to general dentist referral and TDA authorization, a supplemental payment will be considered eligible:

ENDODONTICS

<u>Code</u>	<u>Description</u>
D0140	Limited oral exam (by specialist)
D0220	Periapical X-ray (by specialist)
D0230	Periapical X-ray (additional)
D3110	Pulp capping/direct
D3120	Pulp capping/indirect
D3220	Therapeutic pulpotomy
D3310	Root Canal – Anterior
D3320	Root Canal – Bicuspid
D3330	Root Canal – Molar
D3410	Apicoectomy/Periradicular surgery – anterior
D3430	Retrograde Filling each Root
D3450	Root Amputation
D3920	Hemisection
D3999	Endodontic access (open & drain only)

EXHIBIT A

TOTAL DENTAL ADMINISTRATORS OF UTAH, INC.

MEMBER DENTIST AGREEMENT – SPECIALIST

PERIODONTICS

<u>Code</u>	<u>Description</u>
D0150	Exam including Pre-Op Diag. Consult & Work Up
D0210	Intra-oral Complete Including Bitewing x-rays
D0230	Periapical X-ray (additional)
D4210	Gingivectomy or gingivoplasty/quad
D4211	Gingivectomy or gingivoplasty/tooth
D4220	Gingival curettage/quad
D4240	Gingival Flap procedure including Root Planing
D4260	Osseous Surgery/quad (including entry & closure)
D4320	Provisional Splinting-Intracoronal
D4321	Provisional Splinting-Extracoronal
D4341	Periodontal Scaling and Root Planing/quad
D4345	Periodontal Scaling w/gum inflammation
D4910	Periodontal maintenance following active therapy

ORAL SURGERY

<u>Code</u>	<u>Description</u>
D0150	Exam including Pre-Op Diag. Consult & Work Up
D0220	Periapical X-ray (by specialist)
D0230	Periapical X-ray (additional)
D7110	Routine extraction
D7120	Each additional routine extraction (same appointment)
D7130	Root removal – exposed roots
D7210	Surgical extraction
D7220	Soft tissue impaction
D7230	Partial bony impaction
D7240	Complete bony impaction
D7250	Surgical root recovery
D7270	Tooth reimplantation & stabilization
D7280	Surgical exposure of impacted tooth
D7286	Biopsy of oral tissue
D7310	Alveoloplasty/quad w/extraction
D7320	Alveoloplasty/quad w/o extraction
D7470	Removal of exostosismaxilla or mandible
D7510	Intra-oral I & D or abscess
D7911	Simple suture (includes post op. Visit)
D7960	Frenectomy
D7970	Excise hyperplastic tissue/quad