

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.

DENTAL SERVICE AGREEMENT
TOTAL DENTAL ADMINISTRATORS, INC.
Dental Eclipse

This Agreement is made and entered into this _____ day of _____, 2____ by and between Total Dental Administrators, Inc. a Utah corporation (hereinafter referred to as PLAN) whenever mentioned herein, the term DENTIST shall include all employees of DENTIST, all partners, dental associates, and all staff and personnel under his direct control and/or supervision.

WITNESSETH

A. PLAN has organized a dental referral service to arrange to provide various individuals and groups with dental care and related benefits for their Members and the eligible dependents of the said Members (the term Member or Members as hereafter used in this Agreement shall be deemed to include all such eligible dependents).

B. Each of the MEMBERS represented by PLAN has entered into contracts with PLAN by the terms of which contracts the PLAN has agreed to arrange to provide such MEMBERS with dental care in exchange for membership fees by such MEMBERS (or groups) and/or has entered into an agreement with PLAN whereby PLAN has agreed to arrange to provide dental services to MEMBERS of such group in accordance with a specified fee schedule.

It is specifically understood by the parties hereto that the said contracts 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:

AGREEMENT

1. **RENDITION OF CARE:** DENTIST agrees to render all necessary dental services to each of the MEMBERS of any group or individual covered by this Agreement, during his regular office hours, subject to prior appointments; provided, however, that DENTIST shall have the right within the framework of professional ethics to reject any patient seeking his professional services.
2. **ELIGIBILITY:** All determinations as to the eligibility of any person for benefits under this Agreement, or the standing of any person with respect to membership in any group entitled to benefits under this Agreement, shall be determined by the group and the PLAN before DENTIST renders any dental services. The Plan shall notify DENTIST whether such person is eligible for benefits, and the nature and extent of benefits to which such individual is entitled under his contract.
3. **SERVICES NOT COVERED - FEES DUE DIRECTLY FROM MEMBER:** It is specifically understood and agreed that cases will arise where DENTIST will perform dental services for Members or participating groups, which services are surcharged by the contract then in force between the Member and the group and/or the group and PLAN; or which, under such contract, are required to be paid for by the MEMBER of his dependent personally in whole or part. In such cases, DENTIST agrees to look solely to the Member for payment of such services and payment for such services shall be billed by DENTIST, at a rate not to exceed the amount(s) set forth in the Fee Schedule attached. If such services are not listed on Schedule attached, then DENTIST shall charge not in excess of his usual and customary fee therefor.
4. **PAYMENTS TO DENTIST:** It is specifically understood and agreed that the plan shall make no payments in any manner to dentist for rendering professional services; dentist agrees to provide service to members in accordance with the attached Fee Schedule and will look exclusively to the member for payment of any dental fees.
5. **SPECIALIST - SUBSTITUTES:** When Dentist is on vacation or is to be absent for any extended period, DENTIST shall provide a substitute dentist. In the event a Specialist is required for treatment of any person covered hereunder, the Member shall be responsible for payment to the Specialist for any services rendered.
6. **CHANGE IN TERMS AND BENEFITS OFFERED GROUPS:** It is specifically understood that the benefits, terms and conditions of the various agreements between the participating groups and their Members and between such groups and PLAN may be changed from time to time during the term of the Agreement. PLAN agrees to notify Dentist in writing of their nature and extent of such changes unless, within ten (10) days after receipt of such notification, Dentist notifies PLAN in writing that he declines to provide dental services to the group(s) involved and their Members in accordance with the new agreements, Dentist agrees to continue to perform dental services under the modified agreements, and this Agreement shall be deemed amended accordingly.
7. **DURATION OF AGREEMENT:** 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 and any continuing obligations after termination as set forth herein. In the event of the termination of this Agreement, Dentist shall complete all work started prior to the termination as follows:

A. If an impression has been taken, Dentist will complete a partial or denture.

B. On every tooth upon which work has been started.

8. **STANDARDS OF DENTISTS CARE:** Dentist agrees that he shall perform his obligations under this 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 of Arizona, it is understood that the inclusion of DENTIST on the panel of each group is not a recommendation of DENTIST by the group or PLAN.
9. **NON-EXCLUSIVE:** 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 Dentists and Dentist 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.
10. **DENTIST-PATIENT RELATIONSHIP:** Dentist shall maintain the Dentist-Patient relationship with the 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 DENTIST is an independent contractor and that neither the group nor PLAN shall have any dominion or control over the dentist's practice, the dentist-patient relationship, his/her personnel of facilities.
11. **MALPRACTICE:** Dentist agrees to carry Malpractice Insurance in an amount not less than \$100,000 per person or \$300,000 per incident and DENTIST shall provide PLAN and/or group covered hereunder with a "Certificate of Insurance" providing 10 days notice of cancellation of policy, as evidence of compliance with this Section.
12. **NOTICE TO MEMBER ON TERMINATION OF AGREEMENT:** In the event this contract is terminated by either party, in accordance with the procedure set forth herein, Dentist agrees that at the time the patient seeks an appointment he will notify each patient who is a Member of any group named herein prior to giving service that the contract is no longer in effect. In the event such notice is not given of the patient, Dentist agrees to accept payment for his devices at a rate no more than set forth in the Schedules attached hereto.
13. **ASSIGNABILITY OF AGREEMENT:** This Agreement, being intended to secure the personal services of Dentist and Dentists associated with Dentist, shall not be assigned or transferred, without the written consent of PLAN.
14. **CLAIMS AGAINST MEMBERS:** Dentist agrees that, whether or not there is any unresolved dispute for payment claimed by Dentist under no circumstances will Dentist, his agents, employees, consultants, specialists, or representatives, whether or not employed directly or indirectly by Dentist, make any charges or claims against a member directly for any services rendered or which it is intended by this Agreement that Dentist will be compensated in the manner stated herein by PLAN, except for any charge which is, according to provisions of this Agreement, to be made directly to and be paid directly by the Member or his dependent.
15. **A DENTIST DIRECTOR** shall be appointed by PLAN to assist the various groups in maintaining quality control and a liaison will all dentists.
 - A. The Dental Director shall supervise the standards of professional quality control and professional conduct.
 - B. He shall designate and approve the forms and methods of collection of statistical professional data.
 - C. The Dental Director may, if her elects to do so, appoint a Dental Advisory Committee of licensed dentists shall advise and assist him in the supervision of standards of professional quality and care, matters which relate to the Dentist-Patient relationship or all other matters involving problems within the scope of dental ethics. The decision of the Dental Director and/or the Dental Advisory Committee on such matters shall be final and binding on the parties hereto.
 - D. Any violation of any contractual agreements shall be grounds for immediate termination of their Agreement by the PLAN.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures in duplicate this _____ day of _____, 20____ at _____ Utah.

Dentist _____

By _____

Address _____

City/State _____

Social Security Number or Tax Identification Number

Phone _____