

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, INC.  
PROVIDER AGREEMENT**

969 East Murray Holladay Road, Suite 4E SLC, UT 84117  
(800) 880-3536 or (801) 268-9740

This agreement is entered into by and between Total Dental Administrators, Inc. (hereinafter "TDA") and \_\_\_\_\_ (hereinafter referred to as "Provider")

**I. DEFINITIONS**

1. Participant: An individual who has enrolled in the TDA, Inc. PPO-Plan
2. Provider: An individual, partnership, professional corporation, their agents, or employees who are lawfully licensed under the laws of the State where the dental services are rendered and who shall provide professional dental services to Participants at their respective offices, under the terms of this Agreement.
3. **Dental Services:** Those professional dental services to eligible Participants under a dental program which accesses by Agreement with TDA, Inc. the TDA-PPO.
4. **Fee Schedule:** The schedule of procedures and applicable fees is attached hereto. Any procedures not listed may be covered and the applicable fees will be determined by TDA in the same manner used to establish the attached schedule of procedures and fees.

**II. DUTIES AND OBLIGATIONS**

1. PROVIDER agrees to accept the Fee Schedule for Dental Services by TDA, Inc. as payment in full for all Participants.
2. PROVIDER hereby agrees to provide professional dental services to Participants which shall be identical in all respects to those dental services rendered to non-participants.
3. PROVIDER shall provide all dental services, equipment, supplies, staff, billing and collection procedures necessary to provide the dental services to Participants.
4. PROVIDER agrees to defend, indemnify and hold TDA harmless from and against any claim, lawsuit, liability, damages, judgement and cost of litigation including attorney's fees arising out of such PROVIDER'S negligence, malpractice, errors or omissions in providing dental services and/or products, except to the extent that TDA's insurer provides insurance coverage of the act or omission complained of.
5. PROVIDER shall maintain a valid current policy of professional liability insurance acceptable to TDA and will supply TDA with a certificate of insurance. Further, PROVIDER agrees to immediately notify TDA with respect to any impending change, cancellation, or other modification of such insurance.
6. PROVIDER covenants and agrees not to use or disclose the identity of Participants or TDA's name or goodwill, or any other confidential and/or trade secret information which PROVIDER has received or acquired as a result of this Agreement, nor solicit, divert, or assist any other person or entity in so soliciting or diverting any Subscriber or Participant to leave the program.
7. PROVIDER will complete dental treatment of a Participant in accordance with the terms hereof, or at the Participant's request transfer records and x-rays to another Provider in the event this Agreement is terminated.
8. PROVIDER will cooperate and participate in the Peer Review and Quality Assurance programs established by TDA.

**III. DUTIES AND OBLIGATIONS OF TDA**

1. TDA shall require all contracting carriers of TDA-PPO to issue to all Participants identification cards and initial service cards which will enable PROVIDERS to identify Participants enrolled in the PPO Plan. TDA agrees that PROVIDER shall have the right to require Participants to display such identification cards prior to performing dental services; and the right to contact Participant's Plan for eligibility and benefit verification.
2. TDA shall periodically publish and provide to Participants a listing of the name, address and area(s) of practice of PROVIDER.
3. TDA shall upon reasonable notice and at the Provider's office, review and photocopy records of such procedures which will allow TDA to effectively monitor compliance of Provider with the PPO Plan.
4. TDA agrees to defend, indemnify and hold PROVIDER 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 PROVIDER'S insurer provides insurance coverage of the act of omission complained of.

**IV. TERMS OF AGREEMENT**

- 1. This Agreement shall begin on the date designated below and shall remain in effect for one (1) year and be automatically renewed from year-to-year thereafter, subject however to cancellation by either party without cause upon the giving on ninety (90) days written notice to the other.
- 2. This Agreement shall also automatically terminate upon the violation of any of the terms of this agreement.

**V. ASSIGNMENT**

- 1. **Independent Contractor.** Nothing contained herein shall be constructed to create the relationship of employer/employee, partner, joint ventures or principal/agent between the parties hereto. PROVIDER shall be and remain an independent contractor, solely responsible for its employees and agents and TDA, Inc. Will not interfere or control, in any manner, the rendering of dental services by PROVIDER or his agents. PROVIDER will be solely responsible for the quality of treatment provided to Participants.
- 2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- 3. **Non-Exclusivity.** This agreement does not prevent provider from entering into similar PROVIDER agreements with other organizations which offer a program similar to the PPO-Plan.
- 4. **Separability.** Each provision of this Agreement shall be considered separable and, if for any reason, any provision shall be deemed invalid, void, unenforceable or contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.
- 5. **Amendment.** This Agreement may not be modified, amended or changed without the prior written consent of all parties hereto.
- 6. **Entire Agreement.** This Agreement, including the appendix and fee schedule, set forth all her representations, promises, agreements and understandings between the parties hereto. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy of all which together shall constitute one agreement binding on all parties hereto.
- 7. **Notices.** All notices required or contemplated under this Agreement shall be in writing and shall be sent by certified mail, postage prepaid, addressed to the other party at the address on the signature page hereof.

**IN WITNESS WHEREOF,** The parties hereunto have affixed their signatures and seals on the day first above written.

**PROVIDER:**  
**BY:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_  
**Name/ Address (please print):**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**TOTAL DENTAL ADMINISTRATORS, INC.**  
**BY:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_  
**Phone #:** \_\_\_\_\_  
**Specialty:** \_\_\_\_\_  
**Tax I.D./Social Security#** \_\_\_\_\_

**Additional Office Location:**