

TOTAL DENTAL ADMINISTRATORS HEALTH PLAN, INC.
2111 E. Highland Avenue, Suite 250, Phoenix, AZ 85016 ♦ (602) 266-1995 or 1-888-422-1995

Specialist Provider Membership Application

Dental Office Name: _____

Saturday hours: _____

Doctor: _____

Evening hours: _____

Address: _____

Emergency Service Capability: _____

City: _____ State _____ Zip _____

State License Number _____ Expiration Date _____

Office Phone: () _____

Tax ID Number _____ Expiration Date _____

Fax: () _____

DEA _____ Expiration Date _____

Email Address: _____

Office Contact/Manager: _____

Malpractice Insurance _____ Expiration Date _____

Doctor's Date of Birth: _____

Has your license ever been suspended or revoked?

Doctor's Social Security Number: _____

Yes No

Doctor's NPI Number: _____

If so, give reason and date(s): _____

College(s) Attended*: _____

_____ (Date) _____ (Degree)

Dental School Attended: _____

_____ (Date) _____ (Degree)

Other Graduate Training(s): _____

_____ (Date) _____ (Degree)

Type of Practice: Sole Proprietor Partnership

Corporate Group

Participating Provider Status: General Dentist

Specialist _____

Languages Spoken: _____

On a separate sheet, list any other information that you feel may be pertinent 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 TDAHP Provider.

Signature of Applicant

** Please include the following for each dentist in your office.

1. Application
2. Copy of Dental License
3. Controlled Substance Registration (DEA)
4. Mal practice insurance
5. Form W-9

CONFIDENTIAL

Form #TDAHP:PMA

**TOTAL DENTAL ADMINISTRATORS HEALTH PLAN, INC.
SPECIALIST DENTAL PROVIDER AGREEMENT**

2111 E. Highland Ave., Suite 250 ♦ Phoenix, Arizona 85016 ♦ (602) 266-1995 or 1-888-422-1995

This Agreement is made and entered into this _____ day of _____, 20____ by and between _____
_____ (hereinafter referred to as DENTIST) who is duly qualified and licensed to practice DENTISTRY
in the State of _____ and Total Dental Administrators Health Plan, Inc., (hereinafter referred to as the PLAN.)

WITNESSETH:

WHEREAS, the PLAN has organized a Prepaid Dental Benefits program in the State of Arizona and desire to make contractual arrangements for its Members (hereinafter defined) under which Dentist (hereinafter defined) agrees to provide dental and related services to Members; and

WHEREAS, the dentist is willing to enter into this Agreement with the PLAN and provide dental and related services to Members of the Plan upon the terms and conditions herein contained;

NOW THEREFORE, in consideration of the premises and mutual terms, covenants and conditions hereinafter set forth, the parties mutually agree as follows:

ARTICLE 1 – DEFINITIONS:

- 1.1 Member: shall mean subscriber and all eligible dependents enrolled in the Plan.
- 1.2 Dentist: shall mean an individual dentist, and/or dentist who is part of a dental partnership or professional corporation, who is duly licensed to practice dentistry by the Board of Dental Examiners, or its equivalent regulatory agency to embrace variance titles from state to state, State of Arizona and having a contract in effect with the Plan to furnish dental care to eligible Members.
- 1.3 Dental Director: shall mean the dentist appointed by the Plan to promulgate and maintain professional standards for the dentists contracting with the Plan.
- 1.4 Dental Service Agreement: shall mean the agreement between the Plan and an organization for dental services, or in the case of an individual, the agreement between a Member and the Plan.
- 1.5 Emergency Dental Services: shall mean those dental services necessary to control bleeding, relieve pain, including local anesthesia, or eliminate acute infection. Medications which may be prescribed by the dentist but must be obtained through a pharmacy are excluded.

ARTICLE II – RELATIONSHIP OF PARTIES

- 2.1 **Basic Relationship:** The Plan and the Dentist are separate and independent entities. Dentist shall render his services under this Agreement as an independent contractor. As independent contracting parties, the Plan and the Dentist maintain separate and independent management, and each has full unrestricted authority and responsibility regarding his own organization and structure. Nothing contained herein shall be deemed or construed to make Dentist, or any of his employees or other persons acting under his direction or control, an agent employee, servant, partner, or joint venture of or with the Plan.

ARTICLE III – DUTIES OF DENTAL PROVIDER

- 3.1 Dentist agrees to:
 - A. Provide those dental services set forth in Exhibit A hereto, for all Members referred to Dentist, subject to any Exclusions and Limitations.

- B. Provide those dental services specifically approved by the Plan. Additionally, any non-covered procedures must have the consent and knowledge of the Member who will pay the usual and customary fees.
 - C. Conduct his/her relationship with the Plan and Plan Members in a professional and positive manner, and not make untruthful or otherwise disparaging statements regarding his/her relationship with the Plan, Plan Members of the Plan's business, nor conduct himself/herself in any fashion that could be detrimental to the business of the Plan, as solely determined by the Plan.
- 3.2 Discrimination: Dentist shall not differentiate or discriminate in the treatment of his/her patients by reason of the fact that certain of those patients are Members. Dentist shall render dental services to a Member in the same manner, in accordance with the same standards, and with the same time availability as offered to other patients.
- 3.3 Administrative: To enable the Plan to implement appropriate quality assurance programs and to comply with the provision of the Rules and Regulations of the State thereunder, Dentist shall:
- A. Cooperate with the Plan in maintaining and providing such dental, financial, administrative and other records relating to a Member as may be requested by the Plan. When provided to the Plan, these records shall maintain the confidential nature they had while in the possession of Dentist.
 - B. Cooperate and participate with the Plan in quality assurance, peer review and audit systems, service standards and grievance procedures, as set forth by the Plan. Dentist shall comply with all final determinations rendered by the peer review process or grievance resolution process established by the Plan; and
 - C. Cooperate with the Plan in maintaining records and files relating to Dentist by informing the Plan in writing of any changes to the information provided to the Plan on the Dentist Application.
- 3.4 Confidentiality: Dental records of Members shall be treated as confidential in order to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Dentist agrees to maintain the confidentiality of the Member's records and enrollment information, and prevent unauthorized disclosure.
- 3.5 Dental Audit: Dentist agrees to permit inspection and audit of dental records of Plan Members by the Plan and authorized State authorities with the permission of the Member provided by a signed release of information form and to comply with requirements issued as a result of such inspection or audit.
- 3.6 Review: Dentist agrees to participate and cooperate in the professional review process of the Plan and to comply with resulting requirements.
- 3.7 Utilization and Specialty Referrals: Dentist agrees to comply with all requirements of the Plan's specialty care referral system.
- 3.8 Grievance: Dentist agrees to comply with the Plan's grievance resolution procedures and to abide by the decisions of its Grievance Review Committee.
- 3.9 License: Standard of Dental Care: The Dentist represents and warrants that the Dentist and all other dentists, 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 certified is duly and appropriately licensed under state law, and that the Dentist has the staff, personnel and facilities to provide dental services as described in this Agreement and the dental plans of the Plan.
- A. Dentist agrees to perform the obligations of this Agreement in accordance with high standards of competence, care and concern for the welfare and needs of all Members, and in accordance with the "Principles of Ethics of the American Dental Association," with laws of the Contract State (defined below) and Plan's standards of care. The parties understand agree that the inclusion of Dentist on Plan's [panel of dentists is not a recommendation of Dentist.
- 3.10 Inspection: Dentist agrees, with prior notification and appointment to allow inspection, during normal business hours, of financial books and records to the extent of its dealing with the Plan under this contract by the Plan, and authorized authorities of the state.

ARTICLE IV – QUALITY ASSURANCE

- 4.1 Standards: Dentist agrees to perform services to Members with the same standards of care, skill and diligence that are customarily used by dentists located in the community where such services are rendered and in accordance with the policies and procedures established by the Dental Director of the Plan from time to time.
- 4.2 Quality Assurance: The Plan, in consulting with its Dental Director, shall develop, implement and maintain a quality assurance program, policies and procedures and service standards equivalent to *Guidelines for the Assessment of Clinical and Professional Performance, 1992* as amended. Dentist shall be bound by and comply with such policies and procedures and service standards, which are available to Dentist upon request.

ARTICLE V – COMPENSATION

- 5.1 Eligible Members: The Plan shall determine each Member who is eligible to receive from Dentist the dental services set forth in Exhibit A of this Agreement. The Plan will notify Dentist of their eligibility. Dentist's obligations to provide care hereunder shall extend and be limited to those Members who have selected or been referred by Member's general dentist to the Dentist and determined to be eligible by the Plan.
- 5.2 Fees: In exchange for the provision of services to such Member's the Plan shall pay the Dentist the amounts shown on Exhibit A attached. Dentist further agrees that all the Plan Members are entitled to their Plan benefits regardless of other dental coverage. Accordingly, all Plan member copayments are due Dentist at the time service is rendered. Dentist further agrees not to charge, nor collect from, any member fees for non-dental service expenses the Dentist may incur in the normal course of rendering dental treatment services.
- Such non-dental service items may include, but are not limited to, sterilization methods and materials; office or dental supplies, laboratory expenses, any equipment or instruments necessary for treatment; or other general overhead expenses.
- Dentist hereby agrees that in no event, including, but not limited to non-payment by the Plan, Plan insolvency or breach of this Agreement, shall Dentist bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any member or persons other than the Plan acting on their behalf for services provided pursuant to this Agreement. This provision shall not prohibit collection of supplemental charges or copayments on the Plan's behalf made in accordance with the terms of the Dental Service Agreement.
- Dentist further agrees that (1) this provision shall survive the termination of this Agreement regardless of the cause give rise to termination and shall be construed to be for the benefit of the Plan Member, and that (2) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Dentist, Member or persons acting on their behalf.
- 5.3 Payment: Dentist accepts compensation per Exhibit A attached and all applicable member copayments as payment in full for services rendered.
- 5.4 Additional Plans: The Plan may, from time to time, amend, delete or add to its various Dental Service Agreements. In such event, the Plan shall send Dentist an amended Exhibit A to reflect those amendments, deletions or additions at the address in Section 9.1-A. If Dentist does not agree with any such changes, Dentist shall notify the Plan in writing to the address in Section 9.1-A within 10 days of his/her receipt of such notification from the Plan and in such event, those Exhibits shall not become part of this Agreement. If Dentist does not so notify the Plan, then those changes shall become part of this Agreement.

ARTICLE VI – TERM AND TERMINATION OF AGREEMENT

- 6.1 Term: The effective date of this Agreement shall be the date first written above. This Agreement shall continue in effect from year-to-year thereafter upon each and all of the terms and conditions herein contained, unless and until terminated as hereinafter provided.

6.2 Termination:

- A. This Agreement may be terminated without cause by either party by written notice, at least 90 days in advance of the proposed termination date. Dentist's name will be removed from all future printings of Plan materials, subsequent to the effective date of such notice. Prior to the effective date of any such notice and during that 90-day notice period, Dentists shall render treatment and services to all Members of record subject to the terms of this contract.
- B. This Agreement shall immediately and automatically terminate upon the occurrence of any of the following events:
 - 1. Death or disability of Dentist. For these purposes, disability shall be any condition which by reason of illness or accident renders a Dentist unable to carry out his responsibilities under this contract for a period in excess of 30 days (whether or not continuous) within any consecutive 12-month period;
 - 2. The revocation, probation or suspension of Dentist's license to practice dentistry under applicable state law;
 - 3. The violation or failure to comply with any material provision of the Agreement by Dentist, specifically including, but not limited to, the failure to maintain the insurance required pursuant to this Agreement and the requirements of Articles III and IV; or
 - 4. The Dentist is convicted of a criminal offense punishable by imprisonment; or
- C. Dentist shall have the right to terminate this Agreement immediately in the event the Plan ceases to hold a Certificate of Authority to operate under the applicable State laws.
- D. This Agreement may be terminated at any time upon the mutual agreement of the parties hereto.

6.3 Effect of Termination:

- A. In the event of termination of this Agreement, Dentist shall complete work started prior to the effective date of termination and will be compensated only for completion of that treatment started before the effective date of termination.

ARTICLE VII – INSURANCE AND INDEMNIFICATION

- 7.1 Liability Insurance: Dentist shall secure and maintain such policies of professional liability insurance as shall be necessary to insure Dentist, and his employees and other persons acting under his direction and control, against any liability, claim or claims for damages arising by reason of injury or death, occasioned directly or indirectly, in connection with the performance or nonperformance of any service by Dentist, his employees or other persons acting under his direction and control, under this Agreement. This limits, types of coverage, form and issuer of each such insurance coverage shall be subject to the approval of the Plan. This failure of Dentist to secure and maintain such professional liability insurance shall constitute a material breach of this Agreement.
- 7.2 Evidence of Insurance: Dentist shall deliver to the Plan satisfactory evidence of such insurance coverage during each year of this Agreement and shall further notify the Plan immediately of any and all substantial changes in or cancellation of said insurance coverage.
- 7.3 Hold Harmless: The Plan agrees to indemnify and hold Dentist harmless with regards to any claim, action, or cause made by any person or persons claiming that the Plan acted illegally, improperly or misrepresented any material fact. In the event such claim or action is made or filed against Dentist, the Plan shall reimburse Dentist for his/her applicable attorney's fees and court costs reasonably incurred in connection with such matters.

In addition, Dentist agrees to indemnify and hold Plan harmless with regards to any claim, demand, liability, judgment, suit and causes of action arising out of or made by any person or persons in connection with the professional services or other acts performed by Dentist and/or failure of Dentist to complete professional services undertaken by Dentist. In the event such a claim is asserted or filed against the Plan, Dentist shall reimburse the Plan for its legal expenses including liabilities, judgments, attorney's fees and court costs incurred by or on behalf of the Plan in connection with the aforementioned claim, demand, liability or cause of action.

ARTICLE VIII – GENERAL PROVISIONS

- 8.1 Waiver: The waiver by either party to this Agreement of any breach of any provision hereof on the part of the other shall not be construed to operate as a waive of any other or subsequent breach of the same or any other term, condition or covenant contained in this Agreement.
- 8.2 Entire Agreement: This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understanding with respect to the subject matter hereof. All amendments or modifications hereto shall be mutually agreed to in writing by the Plan and Dentist, except as specified in Section 5.4
- 8.3 Invalidity: The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.
- 8.4 Assignment: This Agreement shall not be assigned in whole or in part without the written consent of the Plan which consent shall be in the Plan’s sole discretion.
- 8.5 Terms: For simplicity of expression, pronouns and other terms are sometimes expressed in one number and gender, but where appropriate to the context these terms shall be deemed to include each of the other numbers and genders.
- 8.6 Headings: The underlined headings are for convenience and shall not affect interpretation.
- 8.7 Governing Law: This Agreement is governed by and shall be construed according to State laws.
- 8.8 Financial Records: Dentist and the Plan shall cooperate in keeping financial and statistical records which may be necessary for the proper administration of the Plan or as required by state or federal laws and regulations. Such records shall be retained for a period of 5 years. Such obligation shall not terminate upon termination of this Agreement whether by rescission or otherwise.
- 8.9 Surcharges: Dentist is not permitted to surcharge any member for covered services and shall, whenever a surcharge has erroneously occurred, upon notice by that Member or the Plan, refund such charge within 5 days.
- 8.10 Service after Termination: Upon termination of the Agreement, the Plan shall be liable for covered services rendered by Dentist (other than for copayments) to Members who retain eligibility in the Plan, or by operation of law who are under the care of Dentist at the time of such termination until completion of services being rendered by Dentist, unless the Plan makes reasonable and dentally-appropriate provisions for the assumption of such services by another contracting Dentist. Dentist shall request prior approval of the Plan to perform any such services above.
- 8.11 Patient Records: Dentist shall maintain up-to-date records in accordance with accepted professional standards, sound dental accounting procedures and sound internal practices. Said records shall reflect the date each Member was seen, the procedures followed, and the name, address, and specialty of each specialist or other dentist to whom he was referred. Such records shall be made available for inspection by the Plan during regular business hours and other reasonable times. Dental records shall be preserved in the original or by microfilm for five years, except when the patient is under age 21, in which case the record shall me maintained for three years after the patient has reached the age of 21.
- 8.12 Non-Solicitation: Dentist agrees that, during the term of this Agreement and for the one-year period following termination of this Agreement, Dentist shall not solicit or otherwise approach then current Member of the Plan to become members in a prepaid dental plan, preferred provider organization or any other managed dental delivery system (other than the Plan) to which Dentist is a provider or has an ownership interest, nor shall Dentist in any fashion encourage any member to terminate from the Plan.
- 8.13 Radiology Equipment: If Dentist utilized radiologic or radiographic equipment t his facility in rendering services pursuant to this Agreement, Dentist shall have such equipment regularly checked by local or state health authorities or a radiation physicist to insure that such equipment is environmentally sage and technologically accurate. Any hazards identified by such inspections or at any time shall be promptly corrected. Dentist shall maintain equipment

and maintenance and calibration records and all inspection certificates or reports which shall be available for review by Plan upon request.

8.14 Clinical Laboratory: In the event Dentist has a need to use the services of a clinical laboratory for services rendered to a Member, then Dentist shall use a Medicare Certified Independent Laboratory or Medicare Certified Hospital Laboratory.

ARTICLE IX – NOTICES

9.1 Notices: All notices required to be given hereunder shall be in writing, and all such notices and document to be delivered hereunder shall be either delivered in person to any signatory hereof or mailed by certified mail, return receipt requested. Until notice of a changes of address is given, all such notices and documents shall be given or addressed:

A. To Plan, addressed as follows: Total Dental Administrators Health Plan, Inc.
2111 E. Highland Avenue, Suite B-425
Phoenix, AZ 85016

B. To Dentist addressed as follows: _____

THIS AGREEMENT is executed in several counterparts. Each is hereby declared to be an original; however, all shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above written in _____, Arizona.

TOTAL DENTAL ADMINISTRATORS HEALTH PLAN, INC.

DENTIST(S)

By: _____
Its: _____

Tax ID# _____
License # _____

Tax ID# _____
License # _____

Tax ID# _____
License # _____

Tax ID# _____
License # _____

Tax ID# _____
License # _____

TOTAL DENTAL ADMINISTRATORS, INC.
ORTHODONTIST PROVIDER AGREEMENT
2111 E. Highland Avenue, Suite 250, Phoenix, AZ 85016 (602) 266-1995

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 a TDA, Inc. Dental Plan.
2. **Provider:** An individual, partnership, professional corporation, their agents, 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 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 OF PROVIDER

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 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 for 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 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 Participants 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 Participants' 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 for 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 to cancellation by either party without cause upon the giving of 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 construed 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 Arizona.
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 the 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: _____

Additional Office Locations: _____

Phone #: () _____
Specialty: _____
Tax I.D. or Social Security #: _____