

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

Provider Membership Application
Plans applying for PPO _____ DHMO _____ Dental Eclipse _____

Confidential

Dental Office Name: _____

Doctor: _____

Address: _____

Email address: _____

Phone Office: () _____ fax: () _____

Office Contact/Manager: _____

Doctor's Date of Birth: _____

Doctor's Social Security Number: _____

Doctor's NPI Number: _____

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 _____

What Patient Recall system do you have in place?:

Postcard Phone Call Scheduled Appointment

Associates: _____ Degree(s) _____

_____ Degree(s) _____

Hygienist: _____ Degree(s) _____

Average number of patients per month: _____

Years at current location: _____ previous: _____

Number of ops: _____ In house lab Yes No

Office hours: _____

Saturday hours: _____ Evening hours: _____

Emergency Service Capability: _____

State License Number _____ Expiration Date _____

Tax ID Number _____ Expiration Date _____

DEA _____ Expiration Date _____

Plans for relocation/expansion (if any): _____

Has your license ever been suspended or revoked?

Yes No

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

Have you ever been bonded? Yes No If yes, by whom? _____

List experience or membership in other Managed Care Dental Plans, Prepaid or DMOS;

List membership in all professional associations and societies: _____

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 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

Form #TDAHP:PMA 3/08

TOTAL DENTAL ADMINISTRATORS, INC.
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 the TDA, Inc. PPO 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)

Additional Office Locations: _____

Phone #: () _____

Specialty: _____

Tax I.D. or Social Security #: _____

TOTAL DENTAL ADMINISTRATORS, INC.

By: _____

Date: _____

TOTAL DENTAL ADMINISTRATORS HEALTH PLAN, INC.
DHMO MEMBER DENTIST AGREEMENT – GENERAL
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 desires 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 promises and the 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 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 its own organization and structure. Nothing contained herein shall be deemed or construed to make Dentist, or any of his employers 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 selecting or assigned to Dentist, subject to any Exclusions and Limitations.
 - B. Refer Members for appropriate specialty care, where needed, and not provided by Dentist, as set forth in Exhibit A. Any such referrals for specialty care must be in compliance with the Plan's specialty care system and authorized in advance by Dental Director or his designee.

- C. Provide twenty-four (24) hour emergency services at all times. In the event Dentist is not available to provide any such emergency service required by one of the Members, and the Plan incurs any expense for which covered emergency service, Dentist will be responsible for reimbursing the Plan for any such expense incurred if so deemed by the Provider Relations Manager or representative.
 - D. 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 or 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.
 - E. Implement and maintain an adequate recall system to inform assigned members of the need to schedule periodic preventive dental services based on the member's oral health status.
- 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 provisions 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, and to comply with requirements issued as a result of such inspection or audit. Permission to inspect dental records has been granted by Members by their signature on the company Plan enrollment form.
- 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 submit utilization forms on at least a monthly basis and 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.
- 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", the laws of the Contract State, the

locally accepted practice, and Plan's standards of care. The parties understand and 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 dealings with the Plan under this contract by the Plan, and authorized authorities of the state. Dentist further agrees, at minimum, to follow the general practice standards within the state of Arizona.
- 3.11 Substitutes for Dentist: Whenever Dentist is on vacation or is to be absent for any extended period, Dentist shall provide a substitute dentist who shall be responsible for the care and treatment of Members eligible with Dentist under all terms and conditions of the Agreement, including established copayments. The Plan shall not be held responsible or liable for the payments to any substitute dentist. Every effort will be made to use as a substitute dentist one that is already participating with TDAHP.

ARTICLE IV – SELECTION OF DENTIST

- 4.1 Selection: At the time of enrollment, all Members are requested to select a Dentist who will provide or arrange for the provision of all covered dental services. The Plan agrees to list the Dentist and any affiliated Dentists, it applicable, as an authorized Dentist of the Plan in its materials to Members, and Dentist under the control of any employing Dentist hereby agree to allow the Plan to so list them.
- 4.2 Acceptance of Members: Dentist agrees to accept all Members of the Plan. In the event that Dentist's practice becomes too full to accommodate additional new patients, dentist may request the Plan to inactivate his/her practice from further new member selection. Only in the event that Dentist has met all obligations of their Agreement and continues in compliance, the Plan may approve such a request. Dentist shall then provide a 90-day inactivation notice to the Plan and such inactivation shall be effective the first of the month following the completion of the 90-day period, or such earlier date that Dentist and the Plan may mutually agree. In the event that the Plan authorized such inactivation, and only in the event that Dentist has met all other obligations in this Agreement and specifically in Exhibit A, Dentist's name will then be removed from all future lists of selectable dentists in the Plan's materials, subsequent to the effective date of such notice, and Dentist may only then refuse to accept Members other than those who have already selected, or been assigned to him/her. Prior to the effective date of any such approval by the Plan and during that 90-day notice period, Dentist shall accept any and all new Members selecting Dentist, and shall render treatment and services to all Members subject to the terms of this contract.
- 4.3 Patient Relationship: The Dentist shall be solely responsible for all dental advice and services rendered to a Member. The Dentist shall maintain a dentist-patient relationship, without any interference by the Plan whatsoever, with each Member served.
- 4.4 Transfer of Patients: Because the dentist-patient relationship is personal and may become unacceptable to either party, Member or Dentist may request in writing or via phone call to the customer service center that the Member be transferred to another Dentist. Where practical, such transfer will be made, as determined by the Plan.

ARTICLE V – QUALITY ASSURANCE

- 5.1 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. However, standards of dental care shall be at least equivalent to the locally accepted general practice standards within the state of Arizona.
- 5.2 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 the locally accepted general practice standards used by dentists located in the community where such services are rendered.

ARTICLE VI – COMPENSATION

- 6.1 Eligible Members: The Plan shall determine each Member who is 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 assigned to the Dentist and determined to be eligible by the Plan.
- 6.2 Fees: In exchange for the provision of services to such Members, 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 giving 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.
- Any modifications, addition, or deletion to the provisions of this section shall become effective on the date no earlier than 15 days after the Commissioner of Insurance has received written notice of such proposed changes where applicable.
- 6.3 Payments: Periodic payments (payments may be made monthly) along with eligibility lists are sent to the Dentist by the Plan. The payment or capitation is based on the number of Members selecting the Dentist's facility and the benefits to which the Member is entitled to receive. The Plan will not be responsible for back payments for any patients receiving treatment by the Dentist without notification to the Plan within thirty days of receipt of the eligibility list. Dentist accepts compensation per Exhibit A and all applicable member copayments as payment in full for services rendered.
- In the event that Dentist is not in full compliance with any administration requirements, including but not limited to, the requirements of Article III, utilization reports and re-credentialing documents, the plan may withhold the Dentist's monthly capitation payment until such time as such requirements are met.
- 6.4 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 10.1-A. If Dentist does not agree with any such changes, Dentist shall notify the Plan in writing to the address in Section 10.1-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 VII – TERM AND TERMINATION OF AGREEMENT

- 7.1 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,
- 7.2 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.
 4. The Dentist is convicted of a criminal offense punishable by imprisonment; or
 5. The reported violation or failure to comply with any provision of the Agreement by Dentist, specifically including, but not limited to, the requirements of Articles II, III, IV, V and VI after previously receiving written notice from the Plan pursuant to Section 7.2-C.
- C. The Plan may immediately terminate this Agreement if the Dentist fails to abide by the quality assurance programs of the Plan, or any of the provisions of the Plan's policies and procedures, specialty care referral system, service standards, or other items specified in Articles II, III, IV, V and VI and fails to cure such failure within 15 days after written notice thereof from the Plan.
- D. This Agreement may be terminated at any time upon the mutual agreement of the parties hereto.
- E. The Plan may inactivate Dentist from further member selection in the event of notice of termination for any reason at any time (whether or not notice of termination has been given) if the Plan determines that a material breach of the Agreement has occurred or if the Plan determines that it needs to do so to investigate Dentist compliance with any terms of this Agreement.
- F. The plan may transfer Members and corresponding capitation to alternate Plan dentists subsequent to any termination notice and prior to any termination effective date, after so informing the Dentist.

7.3 Effect of Termination:

- A. Notwithstanding any other provision in this contract, any termination of this Agreement 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 finished as set forth herein.
- B. In the event of termination of this Agreement, Dentist shall complete work started prior to the effective date of termination as follows:
 1. If tooth preparation has occurred and/or an impression has been taken, Dentist will complete a fixed or removable denture.
 2. On every tooth upon which work has been started by modification of tooth structure.
- C. In the event of termination of this Agreement, Dentist(s) agrees to transfer copies of patient records within the guidelines and precedence of the Dentists' community at the request of the Member's newly-assigned Dentist, within 30 days after such request. Dentist further agrees to return all Plan materials to the Plan, including the Dental Office Reference Manual.
- D. In the event of termination of this Agreement for any reason, Dentist shall be paid the last monthly capitation payment as specified in this Agreement 60 days following the effective day of termination of this Agreement. The Plan shall be entitled to make any adjustments in such final capitation payment as may be necessary as determined by the Plan.

- E. Dentist agrees to notify Members who may continue to seek treatment from Dentist, subsequent to the Dentist's termination date, that Dentist is no longer a participating Plan provider, prior to rendering any service. If such notice is not given to the Member, Dentist agrees to charge the Member no more for his/her services than would have been payable by the Member had this Agreement not been terminated.

ARTICLE VIII – INSURANCE AND INDEMNIFICATION

- 8.1 Liability Insurance: Dentist shall carry malpractice insurance in amount of not less than one million dollars (\$1,000,000) per claim covering all dentists, technicians, hygienists, assistants and other employees and contractors engaged at the Dentist's facility. Concurrent with the execution of this Agreement, and at any time upon the request of Plan, Dentist shall provide Plan with a Certificate of Insurance evidencing such coverage and providing for not less than forty-five (45) day notice of reduction in limits, cancellation or non-renewal. Failure to deliver such Certificate of Insurance to Plan or failure to immediately inform Plan of reduction in limits, cancellation or non-renewal of coverage shall constitute grounds for immediate termination of this Agreement for cause by Plan.
- 8.2 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.
- 8.3 Indemnify: The Plan agrees to indemnify and hold Dentist harmless with regards to any claim, action, or cause or action 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 reasonable 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 IX – GENERAL PROVISIONS

- 9.1 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 waiver of any other or subsequent breach of the same or any other term, condition or covenant contained in this Agreement.
- 9.2 Entire Agreement: This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings 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 6.4.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 Headings: The underlined heading are for convenience and shall not affect interpretation.
- 9.7 Government Law: This Agreement is governed by and shall be construed according to Arizona laws. In the event that legislation or regulations are passed or imposed by any duly constituted authority which effects the terms and conditions of this Agreement, or the prepaid dental plans offered by TDAHP then and in that event, the parties to this Agreement shall promptly and diligently attempt to comply with the provisions of such legislation or regulation by amending and revising this Agreement. In the event compliance with such legislation or regulations is attempted, but the parties to this Agreement are unable to accomplish such compliance within a reasonable period of time, then this Agreement shall terminate

without further obligation of either of the parties to the other, except for payment of any money which may then be due and owing.

- 9.8 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 the state or federal laws and regulations. Such records shall be retained for a period of 5 years. Such obligations shall not terminate upon termination of this Agreement whether by rescission or otherwise.
- 9.9 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.
- 9.10 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, subject to the limitations of Section 7.3 or by operation of law who are under the care of Dentist at the time of such 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.
- 9.11 Patient Records: Dentist shall maintain up-to-date records in accordance with accepted professional standards, sound accounting procedures and sound internal practices. Said records shall reflect the date each Member was seen, the 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. The Plan shall from time to time provide forms for keeping certain records, which shall be submitted to the Plan as requested by the Plan. 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 be maintained for three years after the patient has reached the age of 21.
- 9.12 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 Members 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.
- 9.13 Dentist Manual: Dentist acknowledges that prior to or concurrent with the execution of this Agreement Dentist received a Dental Office Reference Manual. All terms and provisions of the Manual are incorporated herein. Dentist understands and agrees that the Manual is proprietary to Plan and confidential in nature. Dentist agrees not to reproduce any portion of the Manual or otherwise disclose any of its terms or provisions to any person not directly affiliated with the Dentist's Facility absent the express written permission of the Plan. Upon termination of this Agreement, Dentist agrees to promptly return Dentist's copy of the Manual and any and all supplements thereto to the Plan.
- 9.14 Radiology Equipment: If Dentist utilized radiologic or radiographic equipment at 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 safe and technologically accurate. Any hazards identified by such inspections or at any time shall be promptly corrected. Dentist shall maintain equipment maintenance and calibration records and all inspection certificates or reports, which shall be available for review by Plan upon request.
- 9.15 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 X – NOTICES

10.1 Notices: All notices required to be given hereunder shall be in writing, and all such notices and documents 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 change of address is given, all such notices and documents shall be given or addressed:

A. To the Plan, addressed as follows: Total Dental Administrators Health Plan, Inc.
2111 E. Highland Avenue, Suite 250
Phoenix, Arizona 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 _____, _____.

TOTAL DENTAL ADMINISTRATORS HEALTH
PLAN, INC.

DENTIST(S)

By: _____
Its: _____

Tax ID# _____
License # _____

Tax ID # _____
License # _____

Tax ID # _____
License # _____

Tax ID # _____
License # _____

ECLIPSE II *Your Total Dental Plan*

DENTAL ECLIPSE II PLAN PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20__ by and between the following parties: _____ (hereafter referred to as the "Provider") and Total Dental Administrators, Inc. (hereafter referred to as TDA, with reference to the following facts):

The Dental Eclipse II Plan

Total Dental Administrators Inc., a licensed insurance broker, offers **The Dental Eclipse II Plan**, a discount dental plan, which provides for the treatment of its members by qualified, licensed dentists at reduced fees. The purpose of this agreement is to establish the terms on which the Provider will provide treatment for members of the Dental Eclipse II Plan, hereafter referred to as the **Plan**.

Definitions

- A. **The Plan:** The Dental Eclipse II Plan, a discount dental plan, marketed by TDA.
- B. **Discount Plan:** A Plan whereby the Provider charges and collects from the Member for dental services rendered, as payment in full, no more than the amount set forth on the Schedule.
- C. **Member:** An individual who is enrolled in the TDA, Inc. Dental Eclipse II Plan.
- D. **Provider:** An individual, partnership, professional corporation, their agents and 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. *Provider is an independent contractor and not an employee of TDA, and as such is solely responsible for his acts and omissions and the consequences thereof.*
- E. **Fee Schedule:** The schedule of procedures and applicable fees attached hereto. Any procedures not specifically enumerated on the Schedule will by mutual agreement be given a 20% discount off usual and customary charges.
- F. **Treatment:** Refers to any dental care treatment covered by the Plan.

AGREEMENTS and RESPONSIBILITIES; Provider

- 1. **PROVIDER** agrees to accept the TDA Dental Eclipse II fee schedule for dental services rendered as basis for payment in full for all Participants.
- 2. **PROVIDER is permitted and encouraged to procure and submit to TDA applications for the Dental Eclipse II Plan. Provider will receive a one time referral fee of 20% per application processed and accepted.** Acceptance or rejection of any application is solely the determination of TDA and no cause need be justified concerning the rejection of any application. TDA makes no covenant or representation whatsoever concerning the acceptance of any Contract application.
- 3. **PROVIDER** shall not have authority or right to vary, discharge, waive or modify the terms of Membership, promotional brochures, advertising and other materials or TDA or to extend the time for payment of Membership dues by a member.
- 4. **PROVIDER** hereby agrees to provide professional dental services to Members which shall be identical in all respects to those dental services rendered to non-members, and which are in accordance with the Plan and all applicable laws and generally accepted professional and ethical standards.
- 5. **PROVIDER** shall provide all dental services, equipment, supplies, staff, billing, and collection procedures necessary to provide dental services to Members.
- 6. **PROVIDER** will complete dental treatment of a Member in accordance with the terms hereof, or at the Member's request transfer records and x-rays to another Provider in the event this Agreement is terminated.
- 7. **PROVIDER** agrees to defend, indemnify and hold TDA harmless from and against any claim, lawsuit, liability, damages, judgment 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. This indemnification does not limit exclusivity protection under the Arizona Worker's Compensation Act or other similar statute for either party.
- 8. **PROVIDER** shall maintain a valid current policy of professional liability insurance acceptable to TDA, with limits of \$1,000,000 single and \$3,000,000 in the aggregate and will supply TDA with a valid certificate of insurance. Provider agrees to give a minimum of 30 days' notice of any impending material change, cancellation, or modification in insurance coverage to TDA.
- 9. **PROVIDER** agrees not to use or disclose the identity of Participants or any other confidential 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.

TDA – OBLIGATIONS AND DUTIES

1. **TDA** will issue identification cards which will enable Provider to identify Participants enrolled in the Dental Eclipse II 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 TDA to confirm eligibility.
2. **TDA** will periodically publish and provide to Members a listing of the names, address and practice areas of Providers. TDA will also publish such information on their web site at www.totaldentaladmin.com.
3. **TDA** will provide Provider with the Dental Eclipse II Plan brochures monthly or as requested.
4. **TDA agrees to pay Provider 20% of each Dental Eclipse II Plan sold by the Provider or his/her office staff as a one time referral fee.**
5. **TDA** agrees to defend, indemnify and hold Provider harmless from and against any claim, lawsuit, liability, damages, judgment 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.
6. **TDA** agrees not to disclose the other Provider’s confidential information without written consent, except as necessary to employees, agents, and advisors. TDA may use Provider’s identifying information, including the names of its dentists and staff, in marketing materials.
7. **TDA** will not interfere with the Provider/Member (Dentist/Patient) relationship. The relationship between parties under this agreement will be one of independent contractors.

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 ninety (90) days written notice to the other party.
2. This Agreement shall also automatically terminate upon the violation of any of the terms of this Agreement.
3. This Agreement may not be modified, amended, or changed without the prior written consent of all parties hereto. If any court determines that any portion of this agreement is unenforceable, it shall be deleted from this agreement and the agreement shall otherwise remain in effect. In the event that any change in legislation, statute, law, policy, regulation, policy or legal judgment may make any part of this agreement unlawful, the Parties shall use their best efforts to make this agreement comport with the law while maintaining the economic position of the Parties prior thereto.
4. This Agreement represents the entire agreement of the parties with respect to the transactions contemplated herein, and any prior or contemporaneous oral or written negotiations, representations or agreements of the parties are merged herein and may not be used to vary or contradict the terms and provisions hereof.
5. This Agreement shall be subject to and governed by the laws of the State of Arizona.

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

PROVIDER’S SIGNATURE:

**Administered by:
TOTAL DENTAL ADMINISTRATORS, INC.**

SIGN: _____

SIGN: _____

DATE: _____

DATE: _____

Name/Address (Please Print)

Additional Locations: _____

Phone: _____

Specialty: _____

Tax I.D. or Social Security #: _____