

**NETWORKS**

## Contracting Dentist Agreement

The undersigned, hereinafter referred to as "**Dentist**", applies to become a **Contracting Dentist** with DeCare Dental Networks, LLC (hereinafter "**DDN**"), national network. I do hereby represent and agree as follows: (*terms in boldface type are defined terms as set forth in the **DDN Uniform Policies and Procedures and Administrative Guide**, collectively referred to as "**UPP**"*):

1. **Dentist** is licensed to practice dentistry in the state(s) or territories of the United States identified below:
2. To accept **Dentist's** submitted charge or the amount specified in the **Maximum Schedule of Allowance**, as determined by **DDN**, whichever is lower, as payment in full for **Covered Services**, and not attempt to collect from a **Covered Person** any amount in excess of any applicable deductible, coinsurance and/or co-payment due for **Covered Services** provided to a **Covered Person**.
3. I agree not to bill, charge, collect a deposit from, seek remunerations from, or have any recourse against any member or persons acting on his or her behalf for services provided under this Agreement. This provision applies to, but is not limited to, the following events: (1) nonpayment by **DDN**, (2) insolvency of **DDN**, or (3) breach of this Agreement. This provision does not prohibit me from collecting co-payments, coinsurance, deductibles or fees for uncovered services. This provision shall be construed in favor of the member and shall survive the termination of this Agreement for services provided before this Agreement terminates, regardless of the reason for termination. This provision supersedes any contrary oral or written agreement entered in to between me, **DDN**, the member or persons acting on his or her behalf regarding liability for payment for services provided under this Agreement.
4. **Dentist's** individual utilization and practice patterns will be tracked through the **Utilization Review and Management System** and can be used to determine the **Maximum Schedule of Allowance** applicable to each **Dentist**. The **Maximum Schedule of Allowance** in effect for **Dentist** will be provided by **DDN** upon request. **DDN** will notify dentist in writing of any changes in **UPP** or the **Maximum Schedule of Allowance** at least thirty (30) days prior to the effective date of such change unless state or federal law requires a different notice period.
5. To provide **Dental Services** to **Covered Persons**, without regard to their race, color, creed, religion, sexual orientation, and past or present dental or health history and status, or any other classification protected by law. **Covered Persons** are individual participants enrolled in **Dental Plans** and identified by **DDN's Plan Clients** as eligible **Covered Persons** under the terms of this Agreement.
6. The terms and conditions in this Agreement shall become effective upon approval of **Dentist's** credentials and acceptance by **DDN**.
7. **Dental Services** covered are those specified in the **DDN Plan Client's Dental Plan**.
8. **Dentist** is not an agent or employee of **DDN** or **DDN's Plan Clients** and shall at all times be acting as an independent contractor and neither **DDN** nor **DDN's Plan Clients** shall be liable for any wrongful act on the part of the **Dentist** performing services for **Covered Persons**. **Dentist** is solely responsible for the creation and maintenance of dentist/patient relationships with **Covered Persons** and for all decisions regarding the provision of dental care, including the choice of procedure and equipment.
9. **Dentist** shall be subject to **DDN's UPP**, as adopted and amended from time to time, and any **Covered Services** rendered to **Covered Persons** shall be in accordance with the **UPP**.
10. **Dentist** shall abide by **DDN's UPP** and furnish information necessary to **DDN** or **DDN's Plan Clients** to make determinations of coverage. Subject to confidentiality requirements, **Dentist** shall make such records available to **DDN** or its **Plan Clients** upon request and without charge, to conduct utilization and dental claim review, and for such other purposes as are described in the **UPP**.
11. This Agreement, which includes any and all amendments and addenda, may be terminated by either party upon ninety (90) days advance written notice to the other party, or if the **Dentist's** utilization is determined by **DDN** to deviate from peers' utilization. This Agreement immediately terminates upon loss of license to practice dentistry in any state in which the **Dentist** practices or for **Dentist's** breach of the Agreement.
12. This Agreement is not assignable without **DDN's** prior written consent.
13. In the event federal or state laws or regulations require any change in this Agreement, **DDN** shall have the right to amend the Agreement by written notice specifying the Amendment and its effective date. Except as otherwise provided for herein, this Agreement may be amended only in writing and approved by **DDN** and **Dentist**.
14. This Agreement, together with the **UPP**, contains all the terms and conditions between **Dentist** and **DDN**, and supersedes all other agreements, express or implied, regarding the subject matter of this Agreement and the **UPP**.
15. **Dentist** agrees to be included on a list of Contracting Dentists sold, leased, transferred, or conveyed to **Plan Clients** and **Covered Persons** that may or may not actively encourage **Covered Persons** to use the list of **Contracting Dentists**.

### Accepted by Dentist

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Dentist's Signature _____	Dated _____
Phone Number _____	Fax Number _____
Printed Name of Dentist _____	
E-mail Address _____	
State(s) of Licensure _____	License Number(s) _____
Specialty _____	

Please sign and return to DeCare Dental Networks, LLC and retain a copy of this Agreement for your records.

### DeCare Dental Networks, LLC To Complete

Accepted: <b>DeCare Dental Networks, LLC</b>	Date: _____
By: _____	
Its: _____	