



APPLETON DENTAL PLAN

Provider Agreement

THIS AGREEMENT is made and entered into this ___ day of _____, 200_, by and between the following Parties: Appleton Dental Plan, LLC, an Arizona limited liability company (“ADPL”) and _____ (hereafter referred to as the “Provider.”)

PLAN VISION

ADPL offers a discount plan, which facilitates the availability of a network of licensed dentists/providers who are available to be engaged by the Plan’s members for dental treatment. The purpose of this Agreement is to establish the terms on which the Provider will provide treatment for members of ADPL.

AGREEMENT

The Parties hereby acknowledge the foregoing and agree as follows:

1. **Definitions.** Capitalized terms in this Agreement have the following meanings:
 - a. “Discount Plan” is a Plan whereby the Provider charges and collects from a Member for a Treatment, as payment in full, no more than the amount set forth on the Schedule.
 - b. “Member” is any person eligible for treatment by Provider as an enrolled member of an ADPL Plan.
 - c. “Plan” means any dental care plan.
 - d. “Schedule” means the fee schedule attached as Exhibit A, subject to amendment by mutual agreement of the Parties.
 - e. “Treatment” means dental care treatment included in the Plan.
2. **Provider Treatment.** Provider shall provide Treatment to Members in accordance with the Plan and all applicable laws, professional standards and ethical guidelines and in the same manner in which it provides Treatment to other patients. If in Provider’s professional judgment it is necessary to refer a particular Member patient to another dental specialist, then, in order to assist Members in maximizing financial benefits from participation in the Plan, Provider shall inform the Member of the names of such specialists who are also providers under the Plan. However, this shall not restrict Provider from exercising its professional judgment to ultimately recommend any dental specialist, whether or not a provider under the Plan. Provider shall not encourage any Member to terminate participation in the Plan. Provider agrees to adhere to the fee Schedule and not offer discounts or emoluments, fees or other deviations from the Schedule.
3. **Provider Compensation.** Provider is responsible to directly bill and collect from Members the amounts for Treatment set forth on the Schedule and Provider shall make no claim to ADPL. ADPL is not in any way responsible for the payment of any fees for Treatment or otherwise.
4. **Relationship of Provider and Member; Relationship of Parties.** All decisions regarding Treatment shall be made by Provider and the Member patient. ADPL shall not interfere with the Provider/Member relationship. The relationship between the Parties under this Agreement is one of



independent contractors and no joint venture or other form of partnership or other relationship shall be construed to exist between the Parties.

5. **ADPL Use of Provider Information.** ADPL may use Provider's identifying information, including that of its dentists, in marketing materials and may permit their use in the Plan materials.
6. **Insurance.** Provider shall maintain at all times for each of its dentists a policy of professional liability insurance with limits of \$1,000,000/\$3,000,000, which cannot be canceled or modified except upon 30 days' written notice to ADPL, and shall provide ADPL with evidence of each such policy. Upon the termination of this Agreement for any reason, Provider shall continue to carry professional liability insurance for at least 10 years.
7. **Indemnification.** Provider shall indemnify, protect, defend and hold harmless ADPL and its affiliates, and their respective directors, officers and employees from and against all claims, liabilities, damages, costs and expenses (including but not limited to attorneys' fees and expenses) resulting from, incident to, or arising out of any acts or omissions of Provider, its dentists and other employees, or its agents. This indemnification does not limit either Party's exclusivity protection under the Arizona Worker's Compensation Act or any similar statute.
8. **Termination.** Subject to applicable law, either Party may terminate this Agreement (a) at any time for any reason by giving the other Party written notice at least 90 days in advance stating the termination date or (b) immediately upon notice if the other Party breaches any material obligation or in the event of any of the following: (i) it is reasonably shown that Provider has committed fraud, dishonesty or other acts of misconduct to the possible detriment of ADPL or a Member while rendering services in connection with this Agreement or has engaged in drug abuse or suffers from alcoholism; (ii) Provider is not fully licensed by the State of Arizona and/or other necessary governmental authorities to perform the professional services contemplated under this Agreement; (iii) Provider is convicted of a felony; (iv) it is reasonably shown that Provider has committed acts amounting to negligence or willful misconduct to the detriment of ADPL or any of Provider's patients; (v) it is reasonably shown that Provider has suffered physical or mental incapacity or incapacity for any other reason which renders Provider unable to perform its duties contemplated under this Agreement.

Should Provider's dental license be revoked, suspended, or otherwise restricted, Provider hereby agrees to immediately give written notification to ADPL, and such revocation, suspension or restriction is grounds for immediate termination of this Agreement by ADPL for cause.

9. **Confidentiality.** Subject to applicable law, a Party shall not disclose the other Party's confidential information without written consent, except as necessary to employees, agents, and advisors, or as required by law.
10. **Miscellaneous.** (a) Notices to a Party shall be in writing and sent to the address set forth below by certified mail, return receipt requested, or nationally recognized overnight courier. (b) Provider shall not assign or subcontract this Agreement or its responsibilities without the prior written consent of ADPL, which may be withheld for any reason. (c) This Agreement shall be binding upon and enforceable against the Parties' respective legal representatives, successors and permitted assigns. (d) Captions herein are for convenience only and shall not be considered in interpreting this Agreement. (e) Termination shall not relieve either Party from any obligation arising (i) prior thereto or (ii) under the above Paragraphs 6 or 7. (f) This Agreement shall be governed by the law of the State of Arizona. If any court determines that any provision of this Agreement is unenforceable, it shall be deleted from this Agreement and this Agreement shall otherwise remain in effect. If any existing, revised, or new statute, law, regulation, legislation, rule, policy, instruction, or third-party



reimbursement system or any ruling, judgment or decree makes or may make this Agreement unlawful, the Parties shall immediately use their best efforts to amend this Agreement so that it is lawful while maintaining the economic position of the Parties prior thereto. (g) This Agreement, together with all referenced exhibits and other documents (which are hereby incorporated by reference), is the entire agreement between the Parties regarding the subject matter hereof. (h) No amendment of any provision of this Agreement shall be effective unless in writing and signed by each Party.

Provider:

Name: _____

Office Name: _____

By: _____

Print Name: _____

Title: _____

Address:

Attention: _____

Fax: _____

e-mail Address: _____

Telephone No.: _____

ADPL:

Appleton Dental Plan, LLC
(an Arizona limited liability company)

By: _____

Richard Beauchamp, Director

Address:

18325 N. Allied Way, Suite 115 B
Phoenix, AZ 85054

Attention: Provider Relations

Fax: 480-941-4390

Website: www.appletondentalplan.com

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1-866-5SMILE1 or (866) 576-4531