

DELTA DENTAL PPOSM PARTICIPATION APPLICATION AND AGREEMENT

Delta Dental Provider Records, PO Box 30416, Lansing, MI 48909-7916

Phone (800) 656-6495

I hereby apply to Delta Dental of North Carolina (a non-profit dental service corporation, hereinafter referred to as DDNC) to become a **PPO Participating Dentist** in the **Delta Dental PPO network**. In consideration of this participation, I represent and agree as follows:

1. I, _____, am duly licensed to practice dentistry or oral surgery in the state of North Carolina having been issued License No. _____. I further represent that my license is in good standing, and that no disciplinary proceedings are pending against me.
2. Any dental service I render to the Plan's eligible **Subscribers** shall be in accordance with applicable laws and the **Delta Dental PPO** program as adopted and amended from time to time by DDNC, including Delta Dental processing policies. Further, I shall render dental services without regard to race, color, ancestry, national origin, gender, age, religion, marital status, health status, disability, handicap, place of residence, or health insurance coverage or source of payment.
3. DDNC herein agrees to pay me for each commonly performed procedure performed by me to an eligible DDNC **Subscriber** in accordance herewith and covered by such subscriber's agreement with DDNC an amount equal to the **Maximum Plan Allowance** as established by DDNC and incorporated by reference herein, which fees may be amended from time to time by DDNC in its sole discretion.
4. I understand that acceptance and continued participation in the **Delta Dental PPO network** is subject to utilization review criteria as established by DDNC.
5. In providing or rendering dental services under this agreement ("**Agreement**"), I, or any person acting under my direction and control, shall be an independent contractor and not an agent or employee of DDNC. I agree that none of the provisions of this **Agreement** are intended to create any employee-employer relationship and that all professional decisions, judgments, treatments, diagnoses and other professional services delivered under this **Agreement** are acts independent of DDNC and that DDNC shall not be responsible for any such acts. DDNC shall not be liable for any wrongful acts, and I agree to indemnify and hold DDNC harmless from any liability therefor.
6. This Agreement is non-exclusive. DDNC may enter into similar agreements with other Participating Dentists, and I may enter into similar agreements with other parties.
7. This **Agreement** will continue in force in perpetuity. However, it may be terminated by either party by not less than thirty (30) days written notice to the other party unless immediate termination is otherwise permitted by Participating Provider Uniform Requirements.
8. I shall keep records as are necessary to fully disclose the extent of the services provided to **Subscribers** in the **Delta Dental PPO network**, and I will furnish DDNC with all information regarding services rendered as may from time to time be requested.

9. DDNC will review its fee schedule annually to determine if any adjustment is appropriate.
10. I agree to continuously meet all licensure, accreditation and credentialing requirements as set forth by DDNC and to notify DDNC of any changes at any time.
11. I understand that I must be an active member in the Delta Dental Premier network to become a member of the **Delta Dental PPO** network.
12. In addition to this **Agreement**, I will be bound by the duly authorized Participating Dentist Uniform Requirements as amended from time to time by DDNC, in its sole discretion and together this Agreement and the Participating Dentist Uniform Requirements shall constitute the entire understanding and agreement between the parties with respect to the subject matter hereof. All preexisting agreements between the parties respecting the subject matter hereof, including the Delta Preferred Option, are superseded. Any representation, promise, or condition in connection with this **Agreement** shall not affect, nor is it affected by, any other agreement between Participating Dentist and DDNC for the provision of dental services under arrangements other than this **Agreement** or the Delta Dental Premier Network. I acknowledge that my current membership and participation in Delta Dental Premier is required.
13. I shall not assign, delegate, or transfer my duties or obligations under this **Agreement**, in whole or in part. DDNC may assign, delegate or transfer its rights and obligations under this **Agreement** to an affiliated entity upon prior written notice to me, with or without my consent.
14. This **Agreement** shall be governed by and construed according to the laws of the State of North Carolina without regard to conflicts or choice of law principles. If any provision of this Agreement or the Participating Dentist Uniform Requirements is or becomes contrary to law, it shall be inoperative, but the remainder of this Agreement and the Participating Dentist Uniform Requirements shall remain in full force and effect.
15. This **Agreement** may be amended by DDNC at any time upon written notice to me. If I fail to object to such an amendment within sixty (60) days of receiving notice of the amendment, the amendment will be deemed approved. Date of receipt of any notice hereunder shall be calculated as the date five (5) business days following the date any notice of amendment is placed in first class, United States mail, postage pre-paid.

IN WITNESS THEREOF, the undersigned has individually executed (in the case of any individual provider) this **Agreement** as of the date written below. The below shall serve as the name and address of the person to whom all correspondence to **Participating Dentist** under this **Agreement** shall be sent.

PARTICIPATING DENTIST

DELTA DENTAL OF NORTH CAROLINA



Legal Name of Participating Dentist

Curtis R. Ladig, CPA
President and Chief Executive Officer

Social Security/Tax-ID Number

Mailing Address

City, State and Zip Code

County

Signature

Date