**Dentegra Participating Provider Agreement**

This agreement (“Agreement”) is entered into by and between the undersigned dentist, dental partnership, professional dental corporation, dental clinic, or dental care provider (“Provider”) and Dentegra Insurance Company[[1]](#footnote-1) (hereinafter, “Dentegra”).

This Agreement shall become effective upon Dentegra’s initial written notice to Provider as set forth in Section 1.2, below.

# RECITALS

1. Dentegra issues or will issue various contracts to purchasers of dental care insurance or dental network access programs (“Programs”) for designated eligible enrollees (“Enrollees”). Such Programs arrange for certain dental services (“Program Services”) to be performed by dental care providers contracted with Dentegra (“Participating Providers”). Program Services include dental care services for which the Program is obligated to pay pursuant to an Enrollee’s Program contract, or for which the Program would be obligated to pay pursuant to an enrollee’s Program contract but for the application of contractual limitations such as deductibles, copayments, coinsurance, waiting periods, annual or lifetime maximums, frequency limitations, or alternative benefit payments.
2. Provider desires to be a Participating Provider in such Programs and therefore agrees to the terms and conditions of participation as stated in this Agreement.

# SELECTION AND PARTICIPATION

* 1. **Eligibility**. To participate in the Programs, Provider must submit all required credentialing documents and information for each and every licensed dentist (including Provider) whom Provider intends to render dental services to Enrollees on Provider’s behalf (“Rendering Professionals”) and receive approval from Dentegra for each such Rendering Professional who meets Program credentialing criteria and periodic recredentialing as determined by Dentegra. Such criteria include, but are not limited to:
     1. Licensure. Each Rendering Professional shall hold and continue to hold a currently valid, unrestricted license to practice dentistry issued by an appropriate state agency. No Rendering Professional’s license shall have been suspended, revoked or terminated or subject to terms of probation or other restriction within the past five (5) years. No Rendering Professional shall have been excluded from participating in any government-sponsored programs.
     2. Facilities and Equipment. With respect to each and every facility where Enrollees shall receive treatment, Provider shall ensure that such facilities are of adequate capacity and are clean, safe and readily accessible to Enrollees. All equipment used in such facilities shall be licensed and regularly checked as required by state and federal law to ensure that it meets health and safety standards, is environmentally safe and technically accurate. Personnel required by law to be licensed or certified to operate such equipment shall be so licensed or certified.
     3. Insurance. Provider shall secure and maintain from insurance companies acceptable to Dentegra and approved to conduct business in the state where Provider is located, professional liability insurance and such other insurance as required by reasonably sound business judgment to protect Provider and each Rendering Professional (“Insureds”) and the Insured’s partners, shareholders, directors, officers, members, employees and agents against losses and liabilities attributable to their acts or omissions in the performance of this Agreement. Such insurance shall have limits of coverage considered reasonably adequate by Dentegra for the risk insured against. Provider shall give Dentegra written notice of any policy changes, cancellation or other termination.
  2. **Selection.** Dentegra may, at its sole discretion, select Provider for participation, based upon Dentegra’s determination of Provider’s eligibility. Selection may also be contingent on Dentegra’s need for the Provider’s services, as permitted by applicable law. Dentegra may also, at its sole discretion, select or deselect individual Rendering Professionals based upon Dentegra’s quality management program, as described in Section V of this Agreement.
  3. **Notification of Selection.** Dentegra shall notify Provider in writing of Provider’s selection as a Participating Provider and when

1. Or Dentegra Insurance Company of New England, if Provider is located in New York. [↑](#footnote-ref-1)