

Dear Doctor and Office Manager,

It is my pleasure to introduce to you the QCD of America Fee-for-Service Dental Program (QCD).

QCD has been a leading Dental and Vision Benefits Program since 1992. We serve over 1,000 employer groups with over 80,000 members in the United States. Our goal is to fill your open chair time with members from our local employer group clients and reduce your costs.

Highlights of the QCD program:

- Fee-for-Service Payment - Cash at time of service
- No paperwork and No free dentistry
- Over 9,000 private practice dentists in the United States
- Customized marketing program FREE per your request
- 99% retention of Affiliated Dentists since 1992

Please review the enclosed information at your convenience. I will follow up with you soon to answer any questions and make your office part of our team.

Have a great day!

Sincerely,

Ryan Harllee  
Provider Relations Executive  
972-726-0444 Ext. 240  
[ryan@QCDofAmerica.com](mailto:ryan@QCDofAmerica.com)

QCD of America  
751 E. Southlake Blvd. Suite 120  
Southlake, Tx 76092  
[www.qcdofamerica.com](http://www.qcdofamerica.com)



## **Affiliated Dentist Agreement**

This agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between QCD of America, Inc., (“QCD” or “The Company”) whose mailing address is 751 E. Southlake Blvd. Suite 120, Southlake, Tx 76092, and Dr. \_\_\_\_\_, hereinafter referred to as (“Dentist”), who is duly qualified and licensed to practice Dentistry with professional offices located at \_\_\_\_\_.

WHEREAS the Company is in the business of establishing, marketing and administering fee for service dental programs for both groups and individuals; and

WHEREAS the Dentist wishes to affiliate with the Company in providing quality dental care to its members.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements and covenants herein made, the parties hereto agree as follows:

### **AGREEMENT**

1. **Affiliation:** Dentist agrees to affiliate with the Company and provide quality dental care to the company’s designated members in accordance with the Membership Fee Schedule listed as Exhibit “A” hereto, as changed from time to time by the Company. The Company shall provide to all its members a list of its Affiliated Network of Dentists to include each Dentist’s name, address, telephone number, school of graduation and date of graduation.
2. **Rendition of Care:** Dentist shall be affiliated with and be available to deliver quality care to Company members up on request. Dentist agrees to perform the obligations of this Agreement with the identical care, quality and attention as is customarily practiced with all Dentists’ patients.
3. **Insurance:** Dentist shall procure and maintain, at Dentist’s expense, such general liability insurance, professional liability insurance and other coverage as may be necessary to

insure the Dentist and Dentist's agents, servants, and employees against any liability with regard to the performance of the Dentist's duties under this Agreement. Dentist shall provide evidence of this coverage upon the return of this Agreement.

4. **Documentation:** The Company requires that all affiliated Dentists furnish current copies of licensure, insurance and DEA Certification for internal company files. This information is kept in strict confidence at the corporate office. The Dentist shall notify the Company immediately upon any action by the State Board of Dental Examiners or any changes in the above items stated in this paragraph.
5. **Fee Payments Directly From Members:** It is understood that the Dentist shall perform all services required pursuant to this Agreement and Dentist agrees that all payments for all services rendered by the Dentist to the Company's designated members are to be paid by the members at time of service. The Dentist agrees that the charges for such services are according to the Membership Fee Schedule ("Exhibit A") and that services not specifically listed will be charged at 80% of the Dentist's usual and customary rate. The Company will in no way provide reimbursement to its designated members, or payment to affiliated Dentist for services rendered to its members. The Dentist will not be required to make payment to the Company for affiliation.
6. **Termination:** This Agreement shall be in effect for one year from the date written above and renew automatically for periods of one year. The Agreement may be terminated without cause upon the service of 90 days notice by either party in accordance with the manner required for notices outlined herein. This Agreement may be terminated for cause, to take effect immediately, upon notice to Dentist of any non-performance or breach of the Dentist's obligation, the conviction of Dentist for a crime involving moral turpitude, the institution of any disciplinary action against Dentist by the State Board of Dental Examiners, or the discovery of any material representation made by the Dentist to the Company at any time.
7. **Indemnification:** The Company and Dentist agree that the Company has no dominion or control over Dentist's practice, Dentist-Patient relationship, or Dentist's personnel, facilities, or procedures. Upon the initiation of the Member Grievance Resolution Procedure, the Company will become involved to resolve the member's grievance in

the interest of all involved parties. Recognizing the above, Dentist agrees to indemnify the Company, its agents, servants, members, employees, directors and officers, and the Company's clients and their respective companies, agents, servants, employees, directors and officers, for any claims, causes of action or complaints of negligence or malpractice by Dentist of any of Dentist's employees, partners, associates, supervisors, staff or personnel, and for any claims against the Company for negligent referral, negligent certification, or similar claims. Such indemnification shall include the payment of reasonable attorney's fees necessary for the defense of such claim.

8. **Entire Agreement:** This Agreement and attached Exhibits hereto represent the entire Agreement between the parties and supersedes all previous agreements between the Company and the Dentist.
9. **Amendment:** This Agreement cannot be amended except in writing signed by an authorized representative of the Company and Dentist; however, the Company may unilaterally revise its Membership Fee Schedule, Exhibit "A" herein. Any such revisions shall be deemed as amendments to such exhibit.
10. **Assignment:** This Agreement may not be assigned by either party without the prior written consent of the other party. Any attempt to assign this Agreement without such written consent shall enable the non-assigning party to terminate this Agreement for cause.
11. **Notice:** Any notice required of any party hereunder shall be effected by either hand-delivery or by United States Certified Mail, Return Receipt Requested, at the address listed under their respective signatures below, and shall be deemed delivered to the other party upon receipt, or, if mailed, three (3) days after mailing. Such addresses may be changed only upon giving notice to the other party as outlined herein.
12. **Non-Waiver:** The failure of either party o the Agreement to exercise any remedy or right under this Agreement shall not operate as a waiver of such remedy or right. No forbearance by either party to exercise any rights or privileges under this Agreement shall be construed as a waiver, but all rights and privileges shall continue in effect as if no forbearance had occurred. No covenant or condition of this Agreement may be waived except by written consent of the waiving party.

13. **Relationship of Parties:** The Company and Dentist recognize that they are separate and independent entities. Dentist agrees to perform his/her duties and obligations under this Agreement as an independent contractor. Nothing in this Agreement shall be deemed to, nor shall it create, the relationship of principal and agent, employer and employee, master and servant, partners, or joint-ventures between the Company and Dentist.
14. **Partial Invalidity:** In case of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such as invalidity, illegality, or unenforceability shall not affect any other provision herein.
15. **Choice of Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and is performable in Dallas County, Texas.

**AFFILIATED DENTIST**

**QCD OF AMERICA, INC.**

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

I am a Specialist. Specialty: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_

Dental School Attended \_\_\_\_\_

Year of Graduation \_\_\_\_\_

Bilingual - Circle Y N Website \_\_\_\_\_

**Please include the following for QCD internal records:**

- Current State License
- Evidence of Professional Liability Insurance
- DEA Certification
- W9 Form
- Tax ID
- NPI Number

All treatments provided by a QCD of America affiliated specialty dentist (advanced degree) in:

- Endodontics
- Periodontics
- Prosthodontics
- Oral Surgery
- Pediatric Dentistry
- Orthodontics (Board Certified or Board Eligible only)

will be charged at a 20% discount from the affiliated specialty dentist's **usual and customary fee** for the treatment.