MedPro RRG
Risk Retention Group

DENTAL
NON-INSURED
SUPPLEMENT

*If previously insured with MedPro RRG Risk Retention Group or Medical Protective, please provide the policy number.

Policy # _____

Please Fax or E-Mail Application: 888-284-4618 / RRGdental@medpro.com
If you have questions, please contact your agent or call 1-800-4-MedPro

DENTAL NON-INSURED SUPPLEMENT

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I. GENERAL INFORMATION

Please print legibly. Please answer all questions. If a question is not applicable, state "N/A".

A. Last Name _____ First Name _____ M.I. _____ Suffix _____

Date of Birth (MM/DD/YYYY) _____ Social Security Number (Optional) _____

National Provider Identifier (NPI) _____

B. Current Insurer _____ Current Limits _____

II. EDUCATIONAL BACKGROUND

A. Dental School:

Name of School _____

City _____ State _____ Country _____

Degree _____ Completed From (MM/DD/YYYY) _____ To (MM/DD/YYYY) _____

B. Residency:

(Please list all resident training locations - i.e. Residency Specialty Training, Anesthesia Residency Training, etc.)
(If you were involved in more than one specialty training program, please enter each program separately.)

1. Name of Hospital/Facility/Program _____

City _____ State _____ Country _____

Specialty Type _____

Completed? ☐ Yes ☐ No ☐ Still in Training From (MM/YYYY) _____ To (MM/YYYY) _____

2. Name of Hospital/Facility/Program _____

City _____ State _____ Country _____

Specialty Type _____

Completed? ☐ Yes ☐ No ☐ Still in Training From (MM/YYYY) _____ To (MM/YYYY) _____

III. PRACTICE INFORMATION

A. States in which you hold a license to practice dentistry:
Please check the appropriate box to indicate the status of your license. Exclude state abbreviation from license number.

		Active	Inactive	Temporary	Pending
1.	State _____ License # _____	☐	☐	☐	☐
2.	State _____ License # _____	☐	☐	☐	☐

3. DEA License? ☐ Yes ☐ No

IV. RATING INFORMATION

A. Please check your present specialty:

- ☐ General Dentist
- ☐ Orthodontist
- ☐ Pediatric Dentist
- ☐ Endodontist
- ☐ Periodontist
- ☐ Prosthodontist
- ☐ Oral Pathologist
- ☐ Dental Anesthesiologist
- ☐ Pain Management (Please explain) _____
- ☐ Other (Please explain) _____
- ☐ Oral & Maxillofacial Surgeon
  - ☐ Dual Degree
  - ☐ Board Certified
  - Date of Certification (MM/YYYY) _____

B. Please check procedures you will perform in your practice.

- ☐ **Orthodontic Full Mouth Banding**
  Year you began this procedure (YYYY) _____
- ☐ **Placement of Mini Implants for Orthodontic/Prosthesis**
- ☐ **Implant Prosthesis/Supported Prosthesis**
- ☐ **Sargenti Root Canal Method Utilizing N2 or Similar Paste**
- ☐ **Surgical Placement of Implant Fixtures**
  Year you began this procedure (YYYY) _____
- ☐ **Botox, Dermal Fillers (i.e. Injections)**
- ☐ **Cosmetic Full Mouth Rehabilitation**
- ☐ **Alternative (Holistic) Dentistry/Medicine**
  Please explain _____
- ☐ **Sleep Apnea Therapy**
  Do you treat only after a physician referral? ☐ Yes ☐ No
- ☐ **Obesity/Weight Control Treatment**

Third Molar Extractions (CPT/CDT Codes)

- ☐ **Erupted (D7110, D7120, D7210)**
  Year you began this procedure (YYYY) _____
- ☐ **Partially Impacted (D7220, D7230)**
  Year you began this procedure (YYYY) _____
- ☐ **Fully Impacted (D7240, D7241, D7250)**
  Year you began this procedure (YYYY) _____
- ☐ **Sinus Lifts**
- ☐ **Palatal Inserts**
  Do you treat only after a physician referral? ☐ Yes ☐ No
- ☐ **Nerve Grafts**
- ☐ **Cleft Lip and Palate Surgery**
- ☐ **Face Lifts**
- ☐ **Management of Malignant Lesions**
- ☐ **Orthognathic Surgery**
- ☐ **Rhinoplasty**
- ☐ **Skin Peels**
- ☐ **Spa Services**
  Please explain _____
- ☐ **TMJ Surgery**
  - ☐ **Arthroscopy**
  - ☐ **Implant**
  - ☐ **Reconstruction**
- ☐ **Trigger Point Injections**
- ☐ **Other**
  Please explain _____

C. Indicate the percentage of your practice devoted to the following procedures:
(Total does not have to equal 100%)

_____ % Denture Procedures ☐ Same Day or Economy ☐ Replacement ☐ Relines

_____ % Oral Surgery Procedures (i.e. extractions, removal of cysts, etc.)

_____ % Elective Facial Cosmetic Surgical Procedures (including rhinoplasty, face-lifts, skin grafts, botox, dermal fillers, tattooing, etc.)

_____ % Reconstructive Cosmetic Surgical Procedures (i.e. cancerous lesion, facial reconstruction, cleft lip/palate, etc.)

_____ % Procedures performed outside of the oral and maxillofacial region (except bone harvesting procedures)

D. Please indicate which procedures you perform and whether you obtain informed consent and training for each of the procedures selected.

	Informed Consent Type			Training		
☐ Orthodontic Full Mouth Banding	☐ Written	☐ Oral	☐ None	☐ CE	☐ Post Grad	☐ None
☐ Surgical Placement of Implant Fixtures	☐ Written	☐ Oral	☐ None	☐ CE	☐ Post Grad	☐ None
☐ Partially Impacted Third Molar Extractions	☐ Written	☐ Oral	☐ None	☐ CE	☐ Post Grad	☐ None
☐ Fully Impacted Third Molar Extractions	☐ Written	☐ Oral	☐ None	☐ CE	☐ Post Grad	☐ None
☐ Nitrous Oxide Analgesia	☐ Written	☐ Oral	☐ None	☐ CE	☐ Post Grad	☐ None
☐ Conscious Sedation	☐ Written	☐ Oral	☐ None	☐ CE	☐ Post Grad	☐ None
☐ General Anesthesia/Unconscious Sedation	☐ Written	☐ Oral	☐ None	☐ CE	☐ Post Grad	☐ None
☐ Facial Surgery	☐ Written	☐ Oral	☐ None	☐ CE	☐ Post Grad	☐ None
☐ Botox, Dermal Fillers (i.e. Injections)	☐ Written	☐ Oral	☐ None	☐ CE	☐ Post Grad	☐ None
☐ Other (Please explain) _____	☐ Written	☐ Oral	☐ None	☐ CE	☐ Post Grad	☐ None

E. Have you discontinued any procedures listed in B. or C. above? ☐ Yes ☐ No

Which procedures? _____ When? (MM/DD/YYYY) _____

V. ANESTHESIA INFORMATION

A. As defined below, please "X" if you, an employee or independent contractor treat patients under:

☐ *Conscious Sedation Utilizing CPT/CDT Code D09241 and D09242* - (excluding nitrous oxide) a minimally depressed level of consciousness that retains the patient's ability to independently and continuously maintain an airway and respond appropriately to physical stimulation and verbal command, produced by a pharmacologic or non-pharmacologic method, or a combination thereof.

☐ IM/IV ☐ Oral

☐ *General Anesthesia Utilizing CPT/CDT Code D09220*- (to include deep sedation) a controlled state of depressed consciousness or unconsciousness, accompanied by partial or complete loss of protective reflexes, including inability to independently maintain an airway and respond purposefully to physical stimulation or verbal command,produced by a pharmacologic or non-pharmacologic method, or a combination thereof.

If Conscious Sedation or General Anesthesia were checked, please continue to the back of the application and complete the Anesthesia Supplement.

B. ☐ Please "X" here if this section ***does not* apply to you. Checking this box indicates your practice limits administration of anesthesia to local, oral (chloral hydrate or similar nonscheduled drug) or nitrous oxide only.**

VI. ADDITIONAL PROFESSIONAL INFORMATION

A. Have you ever been indicted for, charged with, or convicted of any act committed in violation of any law or ordinance other than traffic offenses or had your hospital privileges, DEA license, dental license or reimbursement privileges refused, denied, revoked, suspended, restricted, subject to a reprimand, placed on probation or voluntarily surrendered? ☐ Yes ☐ No

If yes, please explain and indicate the date(s):

Please explain _____ (MM/YYYY) _____

B. Has any professional liability insurance company ever declined, refused, cancelled, or non-renewed your coverage, or have you ever had an involuntary deductible or surcharge assessed against your policy? ☐ Yes ☐ No

If yes, please explain and indicate the date(s):

Please explain _____ (MM/YYYY) _____

C. Have you ever been accused of sexual misconduct of any kind? ☐ Yes ☐ No

If yes, please explain and indicate the date(s):

Please explain _____ (MM/YYYY) _____

VII. LOSS INFORMATION

Please complete the Loss Information Supplement for each written request, incident, claim or suit.

Report Professional Liability and Malpractice related matters. (Including, but not limited to Board complaints etc...)

For questions B and C below, report all matters that might reasonably lead to a claim or suit being brought against you even if you believe the claim or suit would be without merit.

A. Are you now, or have you ever been involved in a claim or suit arising out of the rendering or failure to render professional services? ☐ Yes ☐ No

If **yes**, how many? _____

B. Are you aware of any complication, incident or adverse outcome resulting in injury or death that might reasonably result in a claim or suit against you? This includes but is not limited to the following: ☐ Yes ☐ No

-Cancer -Death -Permanent Neurological Injury -Permanent Nerve Injury

If **yes**, how many?_____

C. In the last 12 months, have you or anyone from your practice received a written request from an attorney for treatment records concerning any of your current or former patients that might reasonably result in a claim or suit against you? ☐ Yes ☐ No

If **yes**, how many?_____

MEDPRO RRG Risk Retention Group
Subscriber Agreement and Power of Attorney

WHEREAS, the undersigned subscriber ("Subscriber") acknowledges and agrees that this Subscriber Agreement and Power of Attorney ("Subscriber Agreement") (along with other subscriber agreements) constitute the charter of MEDPRO RRG Risk Retention Group ("MEDPRO RRG") and that the subscribers to MEDPRO RRG from time to time shall together comprise the reciprocal insurer, which shall operate through its Attorney-in-Fact as provided in this Subscriber Agreement as a risk retention group in accordance with federal law and as a risk retention group in the form of a reciprocal captive insurer in accordance with District of Columbia law.

NOW THEREFORE, in consideration of similar agreements executed or to be executed by other subscribers and of the benefits of the exchange of such agreements and of the terms of this Subscriber Agreement, the Subscriber agrees to the following terms and conditions.

1. **Appointment and Powers and Duties of Attorney-In-Fact.** Subscriber agrees to the appointment of MedPro Risk Retention Services, Inc., an Indiana corporation ("Attorney-in-Fact"), as the Attorney-in-Fact for MEDPRO RRG to carry out the purposes and objectives set forth in this Subscriber Agreement and to carry out all business on behalf of MEDPRO RRG and the subscribers thereto. Attorney-in-Fact is vested with all necessary power and authority to act on behalf of MEDPRO RRG and the subscribers thereto, including conducting the affairs of MEDPRO RRG, managing and operating (directly or through contract with third parties (including affiliates of Attorney-in-Fact)) MEDPRO RRG for the benefit of the subscribers, and causing the issuance and exchange of indemnity, insurance or reinsurance contracts with other subscribers.

2. **Limitations of Liability**.

   a. The financial liability of Subscriber shall be limited to the amount of annual premiums on any contracts of indemnity, insurance or reinsurance due from Subscriber, provided, however, that all contracts of indemnity, insurance or reinsurance shall contain a "limit of liability" and in the event it is determined that Subscriber's liability on a claim under said contract of indemnity, insurance or reinsurance exceeds the limit of liability, such excess amount shall be the sole and complete responsibility of Subscriber.

   b. Should any suit, legal proceeding or other action be brought against Attorney-in-Fact resulting from or arising out of Subscriber's obligation on any contract of indemnity, insurance or reinsurance that Subscriber may enter into, then and in that event, any and all judgments entered against Attorney-in-Fact in that capacity shall be deemed a legal judgment against Subscriber.

3. **Maintenance and Distribution of Surplus**. Attorney-in Fact shall cause MEDPRO RRG to maintain surplus in an amount sufficient to provide for the financial integrity of MEDPRO RRG and in an amount satisfactory to the District of Columbia Department of Insurance, Securities and Banking. In no event, however, shall Attorney-in-Fact be required to contribute its own assets or the assets of any affiliate to MEDPRO RRG.

   a. Subscriber authorizes Attorney-in-Fact to accrue for the benefit of MEDPRO RRG and the subscribers net income and savings realized from the exchange of contracts of indemnity, insurance or reinsurance hereunder and the management of MEDPRO RRG and its assets.

   b. Subject to the laws of the District of Columbia, if MEDPRO RRG is dissolved by Attorney-in-Fact, Attorney-in-Fact shall, after the full satisfaction of all liabilities and surplus notes of MEDPRO RRG from MEDPRO RRG's assets, pay each subscriber then insured an equitable share of all remaining assets, which payment shall be in full satisfaction of all rights and interests of such subscribers. Amounts to be paid to subscribers shall be distributed on an equitable basis as determined by Attorney-in-Fact.

4. **Term of Subscriber Agreement**.

a. This Subscriber Agreement shall have no fixed term and begins with the commencement of the policy period of any contract of indemnity, insurance or reinsurance issued hereunder to Subscriber and ends upon cancellation or other termination of such contract of indemnity, insurance or reinsurance or upon replacement of this Subscriber Agreement by a modified subscriber agreement provided by Attorney-in-Fact. The period of subscription shall not include any period of coverage under extended reporting policies or extended reporting or tail coverage endorsements.

b. Subscriber agrees that this Subscriber Agreement is expressly limited to the uses and purposes herein expressed and to no other. This Subscriber Agreement may be terminated by Subscriber or by Attorney-in-Fact upon 30 days written notice. The Subscriber's appointment of Attorney-in-Fact and Subscriber's obligations and authorizations under this Subscriber Agreement shall survive the termination of this Subscriber Agreement until any and all claims involving the indemnity, insurance or reinsurance contracts of the Subscriber and any and all other matters existing between the Subscriber and MEDPRO RRG, the Attorney-in-Fact or with third parties have been settled or satisfied. Subscriber agrees that the Attorney-in-Fact shall have the authority and ability to perform all duties and carry out all obligations during any extended reporting or tail coverage endorsements during the term of this Subscriber Agreement or after termination.

c. After termination of this Subscriber Agreement, Subscriber shall have no rights to participate in any distribution of assets upon dissolution of MEDPRO RRG.

5. **Replacement of Attorney-in-Fact**. Attorney-in-Fact may resign as Attorney-in-Fact upon designation by Attorney-in-Fact of a successor attorney-in-fact and 60 days written notice to existing subscribers. Any such successor attorney-in-fact shall have all the powers, rights and duties provided for in this Subscriber Agreement, and this Subscriber Agreement shall remain in full force and effect with such successor attorney-in-fact.

6. **Principal Office**. The principal office of MEDPRO RRG shall be maintained in the District of Columbia or at such other place as designated by Attorney-in-Fact.

7. **Limitation of Liability of Attorney-in-Fact**. Subscriber agrees that no officer, director, or employee of Attorney-in-Fact shall be personally liable to MEDPRO RRG or its subscribers for any breach of duty owed to MEDPRO RRG or its subscribers, provided however that this provision shall not relieve an officer, director or employee from liability for any breach of duty based on an act or omission (a) in breach of such person's duty of loyalty to MEDPRO RRG and its subscribers; (b) not done in good faith or involving a knowing violation of law; or (c) resulting in receipt by such person of an improper personal benefit. Such officers, directors and employees of Attorney-in-Fact shall be entitled to indemnification and advancement of expenses subject to the same exceptions recited above.

8. **Nature of MEDPRO RRG**. Subscriber acknowledges that MEDPRO RRG is a risk retention group organized in the District of Columbia as a reciprocal captive insurer and as such its contracts of indemnity, insurance or reinsurance are not subject to all state insurance laws and regulations. Further, state insolvency or guarantee funds are not available to risk retention groups, like MEDPRO RRG. Subscriber also acknowledges that MEDPRO RRG is a reciprocal organization under which each subscriber exchanges insurance obligations with the other subscribers through an attorney-in-fact.

9. **Governing Law**. This Subscriber Agreement shall be governed by and interpreted according to the laws of the District of Columbia without giving effect to the conflict or choice of law provisions of that or any other jurisdiction.

Subscriber Signature

IN WITNESS WHEREOF, the Subscriber has caused this Subscriber Agreement to be executed individually or by its duly authorized officer, as applicable, as of the __ day of _____, 20__.

SUBSCRIBER

By_____

Date:_____ _____

Name and Title

Acceptance

MedPro Risk Retention Services, Inc., an Indiana corporation, Attorney-in-Fact for MEDPRO RRG Risk Retention Group, hereby accepts this Subscriber Agreement from Subscriber.

ATTORNEY-IN-FACT

By_____

Trent Heinemeyer – Vice President and Secretary