

NYD Programs, Inc., DBA DentalSave Operational Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between Dr. _____ (hereinafter referred to as the "DENTIST"), who is duly qualified and licensed to practice Dentistry in this state with professional offices at _____ and N.Y.D. Program,* Inc., DBA **DentalSave**, a New York Corporation, incorporated under the laws of the State of New York and duly authorized to do business in the state wherein dentist maintains his/her office(s) (hereinafter referred to as the "PLAN").

WITNESSETH:

WHEREAS, PLAN has organized a dental treatment program for both individuals and groups to provide access to a quality dental program for the benefit of members (the term MEMBER as hereinafter used in this AGREEMENT shall be deemed to include any eligible dependents); and

WHEREAS, each MEMBER has entered into an AGREEMENT with the PLAN to receive the benefits conferred by Membership in the PLAN.

NOW, THEREFORE, it is agreed as follows:

1. That the DENTIST agrees to require that all employees of DENTIST and all partners, associates, supervisors, and personnel under his control, render services to MEMBERS in accordance with this AGREEMENT.

2. That the Dentist agrees to perform all necessary dental services which he customarily renders, to each MEMBER during his regular office hours, subject to a prior appointment; provided, however, that DENTIST shall have the right within the framework of professional ethics to reject any patient seeking his services. If DENTIST should be absent from his practice for any reason for longer than ninety (90) days, the PLAN may terminate this AGREEMENT upon ten (10) days notice by certified or registered mail.

3. That the DENTIST agrees to perform his obligations under this AGREEMENT in accordance with high standards of competence, care and concern for the welfare and needs of MEMBERS, who seek his professional services and in accordance with the "principles of ethics of the American Dental Association." DENTIST further agrees not to differentiate or discriminate in the treatment of MEMBER patients by reason of the fact that they are MEMBERS.

4. That the DENTIST shall maintain the Dentist-Patient relationship with MEMBERS who seek his professional services, and shall be responsible to the patient for quality dental advice and treatment. The parties hereto agree that the DENTIST is an independent contractor and that the PLAN shall not have any control over DENTIST'S practice, his personnel or his facilities.

5. The PLAN shall be responsible for determining a person's eligibility prior to their becoming a MEMBER.

6. That the DENTIST shall perform all services as required pursuant to this AGREEMENT and DENTIST agrees that all payments for all said services rendered by DENTIST to any MEMBER are required to be paid directly by the MEMBER. The DENTIST agrees to look solely to the MEMBER for payment and to bill at rates not to exceed those set forth in the schedule attached hereto. If any service provided to a MEMBER by the DENTIST is not listed in said schedule, DENTIST hereby agrees to provide MEMBER with 20% off his usual and customary fee for said procedure. No fee shall be due from DENTIST to PLAN with respect to the services required pursuant to this agreement.

7. That the DENTIST will charge for his services at rates not to exceed those set forth in the attached schedule.

8. That the DENTIST hereby agrees that in the event of any unresolved dispute for payment claimed by DENTIST, under no circumstances will DENTIST make or have any claim against the PLAN.

9. That the attached fee schedule may be revised periodically by the PLAN to reflect increased costs of dental care. Such revision will be in the PLAN's sole discretion. The PLAN agrees to notify the DENTIST in writing of the nature and extent of such revision.

10. That this AGREEMENT is not exclusive in any respect, and the PLAN and the MEMBERS are entitled to enter into similar contracts with other dentists and DENTIST is free to enter into similar

contracts with other parties, or with other groups not represented by PLAN, and to maintain his private practice.

11. That DENTIST agrees to notify the PLAN in the event he/she receives notice of any type of claim or litigation within thirty (30) days of receipt of such action brought by a PLAN MEMBER.

12. That DENTIST agrees to carry Malpractice Insurance coverage for his/her practice in an amount not less than \$1,000,000 per person or \$1,000,000 per incident. DENTIST further agrees to provide the PLAN with a "Certificate of Insurance" which provides for ten (10) days' notice of cancellation to the PLAN and agrees to indemnify and hold harmless PLAN or any of its agents from all liabilities, costs and expenses that may be incurred by the PLAN or its agents in connection with any controversy proceeding or litigation arising from the execution of this AGREEMENT with DENTIST or arising from DENTIST'S performance of this AGREEMENT.

13. That the PLAN shall appoint a Dental Director who will be responsible for assuring the standards of dentists who provide dental care to MEMBERS and who will be a liaison between the PLAN and the DENTIST.

14. That this AGREEMENT shall continue in effect until terminated by either party upon sixty (60) days' notice by registered or certified mail, except in cases of termination upon ten (10) days' notice under Paragraph 2. Notices shall be mailed to DENTIST at the address set forth herein and to PLAN at such address as shall be designated by PLAN from time to time.

15. That in the event this AGREEMENT is terminated by either party in accordance with the procedure set forth herein, DENTIST agrees that at the time the patient seeks an appointment, he will notify each patient who is a MEMBER prior to giving service that the dentist is no longer affiliated with the PLAN.

16. That this AGREEMENT is intended to secure the personal services of DENTIST and shall not be assigned or transferred by DENTIST without the written consent of the PLAN.

17. That a waiver of any breach of this AGREEMENT or of any of the terms or conditions by either party shall not be deemed a waiver of any repetition of such breach or in any way affect any other terms or conditions. No waiver shall be valid or binding unless it shall be in writing and signed by the parties.

18. All written notices shall be deemed to have been made at the time of posting, and shall be sent to the following addresses as set forth below.

19. That this AGREEMENT embodies the entire understanding of the parties and may be amended only in writing.

20. That if any one or more of the provisions of this AGREEMENT should be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. This AGREEMENT shall be governed by the laws of the State of New York.

ACCEPTED AND AGREED TO:
DENTIST

ACCEPTED AND AGREED TO:
NYD. Programs. Inc., DBA **DentalSave**

Signed By: _____

Signed by: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____