

This Agreement is dated as of _____, by and between Superior Dental Care, Inc., an Ohio corporation ("SDC"), and the undersigned dentist (the "Dentist").

SDC enters into agreements with employers, other groups and administrators ("Subscribers") to arrange for prepaid dental services to certain categories of individuals ("Covered Persons") (such contracts referred to as "Subscriber Agreements").

SDC enters into agreements with dentists ("Participating Dentists") to provide such dental services to Covered Persons.

SDC and the Dentist hereby agree that the Dentist will serve as a Participating Dentist for SDC on the terms and conditions set forth in this Agreement.

1. DUTIES.

A. Services. The Dentist will provide dental services (including emergency services) within the Dentist's fields of practice, and will otherwise participate as a Participating Dentist for SDC in connection with the program(s) administered by SDC.

B. Patients. The Dentist shall accept Covered Persons as patients as reasonably permitted by the Dentist's patient load and appointment calendar. The Dentist will provide dental services to Covered Persons on the same basis as to the Dentist's other patients (for example: scheduling, quality of service, and fee charges). The Dentist will be solely responsible to Covered Persons for dental advice and treatment; SDC will have no control over Dentist's practice or the dentist-patient relationship.

C. Records. The Dentist agrees to maintain dental, financial and administrative records for at least seven (7) years from the date services are rendered to any Covered Person. Subject to Section 7 herein, the Dentist will permit representatives of SDC and/or Subscribers to inspect at reasonable times all such records and other information related to this Agreement and services provided hereunder which are maintained by the Dentist.

D. Monitoring Services. Pursuant to its statutory responsibility, SDC shall monitor and oversee the offering of covered services to Covered Persons.

2. FEES.

A. Claims. The Dentist shall submit claims for reimbursement in the form and manner prescribed by SDC. In order to be eligible for payment, a claim must be submitted within one year from the date the service was rendered. The Dentist shall submit claims only for services actually rendered by him or her and not for services rendered by another dentist, whether or not such other dentist practices in the same group or clinic with the Dentist.

B. Payments. As full and complete compensation for any and all services which the Dentist may render to Covered Persons as a Participating Dentist, SDC shall pay to the Dentist on a fee-for-service basis, the lesser of (i) the Dentist's ordinary and customary fee for the dental service, and (ii) the maximum fee for the dental service as approved from time to time by SDC. The Dentist agrees that the services provided to Covered Persons and the fees he quotes to SDC for such services shall be generally consistent with the services provided and fees the Dentist charges his non-insured patients. Upon SDC's request, the Dentist shall provide SDC with all reasonable on-site access to patient records, and other information (including fee information relating to Covered Persons and patients other than Covered Persons) reasonably necessary for SDC's use in determining the Dentist's ordinary and customary fee. Upon payment in full from SDC for services rendered, Dentist will assign to SDC Dentist's rights against any other third party payor liable for all or part of the Dentist's services under applicable coordination of benefits rules.

C. Reimbursement. The Dentist agrees that in no event, including but not limited to nonpayment by SDC, insolvency of SDC, or breach of this Agreement, shall the Dentist bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse against, a Subscriber, Covered Person, or person acting on behalf of the Covered Person, for dental services provided pursuant to this Agreement. This does not prohibit the Dentist from collecting co-insurance, deductibles, or copayments as specifically provided in the evidence of coverage, or fees for uncovered dental services delivered on a fee-for-service basis to persons referenced above, nor from any recourse against SDC or its successor. This provision shall survive the termination of this Agreement with respect to services covered and provided under this Agreement during the time this Agreement is in effect, regardless of the reason for the termination, including the insolvency of SDC.

D. Reserve. The Dentist hereby acknowledges and agrees that SDC (i) may withhold a percentage of the fees otherwise payable by SDC to the Dentist under Section 2(A) above (in the aggregate, the "Reserve"), and (ii) may apply some or all of such Reserve to pay expenses of SDC. Any Reserve withheld during a fiscal year of SDC, but not applied to pay expenses of SDC, will be paid to the Participating Dentists (in accordance with their respective fees paid in such fiscal year) prior to or shortly after each fiscal year end, except as contemplated by Section 3(C) below. SDC may change the Reserve percentage prospectively upon written notice to Participating Dentists which includes financial information supporting such change.

3. TERM.

A. Initial Term and Renewals. The term of this Agreement will be one (1) year from the date set forth above, and will automatically renew for successive one (1) year periods, unless either party provides written notice to the other party of its election to terminate at least 30 days prior to the end of the then current term.

B. Termination. Notwithstanding the foregoing, this Agreement will terminate upon (i) the death or disability of the Dentist, (ii) at the Dentist's option, upon at least 60 days prior written notice to SDC, or (iii) at SDC's option, in the event of an overt or intentional breach of this Agreement, the SDC policies referred to in Section 4(A) below, or any other contractual relationship with SDC by the Dentist.

C. Effect of Termination.

Upon termination of this Agreement, SDC will notify Covered Persons who have been patients of the Dentist that the Dentist's services will not thereafter be covered as "prepaid" under the applicable agreement between SDC and a Subscriber, except as set forth in Section 4(C) herein. In the event of a termination as contemplated by Section 3(B) above, the distribution of any portion of any Reserve to such Dentist shall at the discretion of SDC.

Each party to this Agreement shall remain liable for any obligations or liabilities arising from activities carried on by such party prior to the date the termination is effective.

4. SDC POLICIES.

A. Generally. The Dentist shall comply with all procedures, policies, rules and regulations of SDC, as amended or modified from time to time, including specifically SDC's Acceptance, Participation and Professional Review Procedures, and any successor document. The Dentist hereby acknowledges receipt of a current copy of such Procedures. The Dentist shall cooperate fully with any utilization review, peer review, or other existing or future programs of SDC designed to promote high standards of dental care, control costs and use of dental services, or determine the adequacy, advisability or coverage of a dental treatment for a Covered Person. In conjunction with such review or program, the Dentist will make available, at no charge to SDC, whatever reasonable information is requested by SDC.

B. Referrals. The Dentist shall provide Covered Persons with referrals for dental services only to other Participating Dentists, unless SDC acknowledges that no Participating Dentist reasonably accessible by a particular Covered Person is capable of providing the needed dental services.

C. Continuation of Services. If SDC becomes insolvent or otherwise discontinues operations, the Dentist shall provide dental services to Covered Persons as needed to complete any medically necessary procedures commenced but unfinished at the time of SDC's insolvency or discontinuance of operations (including, without limitation, medically necessary follow-up care).

D. Liability Insurance. The Dentist must maintain professional liability and malpractice insurance acceptable to SDC. The Dentist shall notify SDC within twenty-four (24) hours after the Dentist's receipt of notice of any reduction or cancellation of such coverage.

E. Rights of Covered Persons. The Dentist hereby agrees that he or she shall observe, protect and promote the rights of Covered Persons as patients. The Dentist shall not discriminate against any Covered Person on the basis of that patient's participation in a health care plan, age, sex, ethnicity, religion, sexual preference, health status, disability, or source of payment made for health care services rendered.

5. SDC INFORMATION. Upon written request, SDC will provide the Dentist with copies of any of the following SDC documents: (i) Articles of Incorporation, as amended, (ii) Code of Regulations, as amended, (iii) Acceptance, Participation and Professional Review Procedures, or any successor document, and (iv) any current agreement between SDC and a Subscriber.

6. RELATIONSHIP. The Dentist is an independent contractor and neither the Dentist nor any of the Dentist's employees, agents or representatives shall be deemed, expressly or by implication, to be an employee, agent or representative of SDC. The Dentist shall not have the right to bind or obligate SDC in any way, nor shall the Dentist represent that the Dentist has the right to do so. Dentist will comply with all applicable laws (ADA, OSHA, etc.) and hereby agrees to indemnify SDC for any costs or expenses incurred as a result of non-compliance by Dentist with such laws.

7. CONFIDENTIALITY.

The Dentist shall comply with applicable state and federal laws related to the confidentiality of medical or health records. Without limiting the foregoing, the Dentist and SDC shall not disclose or release any of the data or information obtained from the other by virtue of this Agreement to another person, firm or corporation without the written consent of the other, and where applicable, the written consent of the Covered Person(s). The foregoing restriction shall not apply to the exchange of information among the Dentist, SDC and the Subscriber where waivers for the release and/or examination of such information have been obtained from Covered Persons.

The Dentist shall make available to appropriate state and federal authorities involved in assessing the quality of care or in investigating the grievances or complaints of Covered Persons, all records maintained for the purposes of monitoring and evaluating the quality of care, of conducting evaluations and audits, and of determining the necessity of and appropriateness of dental services provided to Covered Persons.

8. NOTICE OF CLAIMS OR LAWSUITS. The Dentist agrees to notify SDC in the event that the Dentist, an employee or agent is notified of a claim or lawsuit relating to the care or treatment of a Covered Person, or any occurrence or activity related to such claim or lawsuit, including a deposition. The Dentist agrees to provide notice within a reasonable time period of discovery.

9. LIABILITY. The parties agree that any liability arising from this Agreement shall be borne by the responsible party. Each party shall be responsible for its own defense and resolution of any claims against the party.

10. DISPUTE RESOLUTION. The Dentist agrees to participate fully in any and to be bound by the peer review program of the applicable state and/or local dental association in order to facilitate the resolution of complaints raised by Covered Persons with respect to dental services the Dentist provides. The Dentist understands that this provision is independent from and does not eschew the Dentist's obligation to comply with any internal method of resolving disputes. In the event that a dispute between Dentist and SDC is not otherwise covered by the Acceptance, Participation and Review Procedures of SDC, or successor policies of SDC, the parties hereby (i) agree that the interpretation of this Agreement shall be governed by the laws of the State of Ohio, and (ii) irrevocably submit to the jurisdiction of state and federal courts located in Montgomery County, Ohio, and waive any objection any of them may now or hereafter have to venue or convenience of forum.

11. DEFINITIONS. Any term used in this Agreement that is defined by applicable state law is used and shall be construed in a manner consistent with the definitions set forth in such law.

12. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. NOTICES. Any notice required under the terms of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, addressed to each party at its respective, last known address. Any such notice shall be effective upon receipt by the party to whom it is given.

14. PRIOR AGREEMENTS. This Agreement supersedes all prior agreements, oral and written, among the parties hereto with respect to the subject matter hereunder.

15. AMENDMENT; WAIVER. This Agreement may not be amended except by an instrument in writing signed by the parties hereto. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument signed by the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

16. SEVERABILITY. Should any provision of this Agreement, or the application thereof, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or alternative applications thereof, other than the provision(s) which shall have been held invalid or unenforceable, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or equity.

17. ASSIGNMENT. This Agreement shall not be assignable by either party hereto without the written consent of the other party. Nothing contained in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto and their permitted successors, assigns and transferees any rights or remedies under or by reason of this Agreement.

18. GOVERNING LAW. This Agreement has been executed and delivered in the State of Ohio and its validity, interpretation, performance, and enforcement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio.

The parties have caused this Agreement to be executed effective as of the date first above written.

DENTIST:

SUPERIOR DENTAL CARE, INC.

(Signature Stamp not accepted)

By _____

Title _____