

SPECIALTY DENTIST CONTRACT

This Contract dated as of this ____ day of 6/17/2025,
_____, by _____ and _____ between
_____, **MITHUN SURESH**

(hereinafter referred to as "DENTIST") and SAFEGUARD HEALTH PLANS, INC., a Florida corporation (hereinafter referred to as "SAFEGUARD"), is made with reference to the following facts:

SAFEGUARD is licensed under Chapter 636 of the Florida Statutes as a prepaid dental plan organization, providing various organizations with dental care and related benefits for their employees and other eligible participants (hereinafter referred to as "Members"). SAFEGUARD desires to contract with DENTIST to provide applicable specialty dental care to Members.

Now, therefore, the parties do mutually covenant and agree as follows:

1. DEFINITIONS:

- A. DENTIST shall mean an individual who is licensed as a Doctor of Dental Surgery (DDS), or Doctor of Dental Medicine (DMD) with the appropriate documentation evidencing Board Eligibility or Certification, in accordance with applicable state law, specializing in the practice of:

☐ Endodontics ☐ Pediatric Dentistry ☐ Periodontics
☐ Oral Surgery ☐ Orthodontics

and who is practicing within the scope of such license, including any associates, hygienists and technicians recognized by the dental profession who act with and assist the DENTIST.

- B. DEPENDENT shall mean the lawful spouse, domestic partner, and children of a Member, if enrolled in a SAFEGUARD plan. DEPENDENT may also mean additional people, as defined by the group or employer in the contract with SAFEGUARD.
- C. MEMBER shall mean a person who is actually enrolled in a SAFEGUARD plan and eligible to receive services as provided for herein through an organization under contract with SAFEGUARD, including Member's Dependents.
- D. ORGANIZATION shall mean the group or employer, which has entered into or will enter into, a contract with SAFEGUARD for dental care benefits for its employees or Members.
- E. USUAL AND CUSTOMARY FEE shall mean the amount charged or the amount(s) determined to be the prevailing charge, whichever is lesser, for a particular professional service within the geographical area in which it is performed.

2. RENDITION OF CARE:

- A. DENTIST agrees to render applicable specialty dental care to each Member during regular office hours provided however, DENTIST shall have the right within the framework of professional ethics and subject to SAFEGUARD policies to reject any patient seeking such professional services. DENTIST agrees to abide by the applicable benefit plan for each such Member.
- B. DENTIST shall arrange all appointments in a manner that does not discriminate between Members and DENTIST's other patients.

3. ELIGIBILITY:

- A. The determination of the eligibility of any Member shall be made by SAFEGUARD, before DENTIST renders any dental services. SAFEGUARD shall notify DENTIST whether such person is eligible and the nature and extent of benefits to which the Member is entitled. SAFEGUARD shall provide DENTIST with an authorization of services approved for payment.
- B. SAFEGUARD shall not be liable to DENTIST for any services rendered to persons not determined as eligible for benefits. SAFEGUARD has instituted specific procedures so that DENTIST

may determine which persons are Members and has advised DENTIST of such procedures.

- C. DENTIST shall accept any and all new Members selecting DENTIST and shall render applicable specialty dental care to all Members, subject to the terms and conditions of this Contract.

4. SERVICES NOT COVERED - FEES DUE DIRECTLY FROM MEMBER:

From time to time, DENTIST may perform dental services for a Member that are not a covered benefit. In such cases, DENTIST shall obtain payment directly from the Member and not from SAFEGUARD or the Organization for the applicable fee for such excluded services, which shall be billed by DENTIST at a rate not to exceed the DENTIST's reasonable usual and customary fee. Prior to rendering any and all dental services, DENTIST must obtain Member's informed written consent.

5. BENEFITS WITH CO-PAYMENT:

From time to time, DENTIST may perform services for a Member which require the payment of a co-payment, as specified by SAFEGUARD. DENTIST shall obtain all co-payments directly from the Member and not from SAFEGUARD or Organization. DENTIST agrees that he or she will not charge the Member for any benefit with a co-payment, more than the applicable co-payment specified in the Member's benefit plan.

6. BASIS OF PAYMENT TO DENTIST:

SAFEGUARD shall pay DENTIST a fee for all services authorized by SAFEGUARD and performed by DENTIST based upon the fee schedule set forth in Exhibit "A", which is attached hereto and incorporated herein. This fee shall be full payment for such services provided by DENTIST to Members. DENTIST agrees that he or she will make no charge to the Member other than any applicable co-payment specified in the Member's benefit plan. DENTIST also agrees that if applicable to the Member's benefit plan, he or she will not charge a fee above and/or more than the applicable percentage of the DENTIST's reasonable usual and customary fee for services provided, pursuant to an applicable percentage discount specified in the Member's benefit plan.

7. TERM OF CONTRACT:

Subject to the provisions of Section XIX. herein, this Contract shall commence as of the date set forth on page One (1) hereof, and shall continue at will until terminated by either party. Either party may terminate this Contract without cause and for any reason whatsoever by giving the other party ninety (90) days prior written notice. In the event a Member's health is subject to imminent danger or Dentist's ability to practice is effectively impaired by an action by the Board of Dentistry or another governmental agency, SAFEGUARD may terminate this Contract immediately. Nonpayment for dental care services rendered by DENTIST to SAFEGUARD's Members shall not be a valid reason for avoiding such ninety (90) days prior written notice. However, upon receipt by SAFEGUARD of a ninety (90) day termination notice, if requested by DENTIST, SAFEGUARD may allow such termination in less than the required ninety (90) days if SAFEGUARD is not financially impaired or insolvent.

8. STANDARD OF DENTAL CARE:

DENTIST agrees to perform the obligations of this Contract in accordance with the high standards of competence, due care and concern for the welfare and needs of the Members and in accordance with the "Principles of Ethics of the American Dental Association," the laws of the State of Florida, and SAFEGUARD's Quality Assessment Policies. DENTIST shall in no way differentiate the days or time of the day when he/she renders professional care to Members of SAFEGUARD or his or her own private patients. DENTIST represents that all dentists, technicians, hygienists and assistants are appropriately licensed under applicable state law. Additionally, SAFEGUARD and DENTIST shall promptly inform each other of any inquiries by the Board of Dentistry regarding treatment rendered by DENTIST to any Member.

Moreover, DENTIST acknowledges that SAFEGUARD maintains a provider profile consisting of data that includes, but is not limited to practice trends and patterns, treatment outcomes and other required data that will be provided on a requested basis to the applicable state regulatory agencies.

9. NON-EXCLUSIVE:

This Contract is not exclusive in any respect, and SAFEGUARD, each Organization and Members of such Organizations are entitled to enter into similar contracts with other dentists. DENTIST may also enter into similar contracts with other entities not represented by SAFEGUARD and may maintain his or her private practice.

10. DENTIST - PATIENT RELATIONSHIP:

It is understood the relationship between the Member and DENTIST shall be subject to the rules, limitations and privileges incident to the dentist-patient relationship. DENTIST shall be solely responsible without interference from SAFEGUARD or Organization, subject to SAFEGUARD's Quality Management, to the Member for dental services and treatment, including the right to refuse treatment to any Member who violates and/or compromises the dentist-patient relationship. It is expressly agreed between the parties hereto that DENTIST is an independent contractor and not an employee of SAFEGUARD and that neither Organization nor SAFEGUARD shall have any dominion or control over DENTIST's practice, the dentist-patient relationship, the DENTIST's office, personnel or facilities.

11. LIABILITY INSURANCE:

DENTIST agrees to have in full force and effect during the term of this Contract, professional liability insurance (malpractice insurance) in an amount not less than two hundred fifty thousand dollars (\$250,000) per claim and seven hundred fifty thousand dollars (\$750,000) annual aggregate coverage. Within forty-five (45) days after execution of this Contract by DENTIST or request by Organization, DENTIST shall provide SAFEGUARD or any Organization with a "Certificate of Insurance" evidencing such coverage and providing for ten (10) days notice of cancellation to SAFEGUARD or the Organization, which requested the Certificate of Insurance.

12. ASSIGNABILITY OF CONTRACT:

This Contract, being intended to secure the personal services of DENTIST, shall not be assigned or transferred or its duties delegated without the prior written consent of SAFEGUARD.

13. CLAIMS AGAINST MEMBER:

The DENTIST agrees that in no event including, but not limited to, nonpayment by SAFEGUARD of amounts due to the DENTIST under this contract, insolvency of SAFEGUARD or any breach of this contract by SAFEGUARD shall the DENTIST or its assignees or subcontractors have a right to seek any type of payment from, bill, charge, collect a deposit from or have any recourse against the enrollee, persons acting on the enrollee's behalf (other than SAFEGUARD), the employer or group contract holder for services provided pursuant to this contract except for the payment of applicable co-payments for services covered by SAFEGUARD or fees for services not covered by SAFEGUARD. The requirements of this clause shall survive any termination of this contract for services rendered prior to such termination, regardless of the cause of such termination. SAFEGUARD's enrollee's shall be third party beneficiaries of this clause. This clause supersedes any oral or written agreement now existing or hereafter entered between the DENTIST and the enrollee or persons acting on the enrollee's behalf (other than SAFEGUARD).

14. QUALITY ASSESSMENT:

SAFEGUARD shall assist DENTIST with compliance with SAFEGUARD's Quality Assessment standards. SAFEGUARD shall also monitor the effectiveness of care, standards of care and professional conduct. As part of SAFEGUARD's Utilization Management Program, practice patterns will be examined. SAFEGUARD shall provide DENTIST with forms which will be utilized for the collection of utilization data. SAFEGUARD shall coordinate the use of such forms with DENTIST and DENTIST agrees to follow such policies as promulgated by SAFEGUARD concerning the use and completion of such forms. SAFEGUARD may, if

it elects to do so, appoint a Quality Management Committee consisting of dentists who shall advise and assist SAFEGUARD in the monitoring of appropriateness of care, effectiveness of care, treatment outcomes, quality assessment review, and other matters which relate to the dentist-patient relationship and any and all matters involving the scope of professional ethics. DENTIST acknowledges that SAFEGUARD maintains a provider profile consisting of data that includes, but is not limited to practice trends and patterns, treatment outcomes and other required data that will be provided on a requested basis to the applicable state regulatory agencies. The decisions of the Quality Management Committee on all such matters shall be final and binding on the parties thereto.

15. QUALITY ASSESSMENT REVIEW:

DENTIST agrees to participate in SafeGuard's Quality Assessment Review Program through scheduled periodic office reviews by a SafeGuard representative. The DENTIST agrees to furnish the SafeGuard representative with any and all background material, correspondence and member surveys regarding the dental office as it relates to the dental office's patient record/file, including sterilization and infection control, environmental and radiology safety, dental emergency preparedness, and quality of patient care necessary for compliance by SafeGuard with the pertinent and applicable provisions of the Florida Statutes.

16. TERMINATION:

- A. Notwithstanding any other provision of this Contract, any violation of any provision of this Contract or failure to follow SAFEGUARD policies or standards by DENTIST, shall be grounds for immediate termination of this Contract by SAFEGUARD, and SAFEGUARD shall have the right to terminate this Contract, or any benefit plan in DENTIST's office. SAFEGUARD shall give DENTIST written notice of such termination. Any termination of this Contract shall be effective on the first day of the month following notice and shall have no effect upon the rights and obligations of the parties arising out of or relating to any transactions occurring prior to the effective date of such termination and any continuing obligations after termination as set forth herein.
 - B. In the event of termination of this Contract, DENTIST shall complete work started prior to the termination date as follows:
 1. If an impression has been taken, DENTIST will complete a partial denture; and
 2. On every tooth upon which work has been started.
 - C. In the event of termination of this Contract, DENTIST agrees to forward to the Member's newly assigned dentist, at the request of the Member or newly assigned dentist without charge, all patient records and x-rays within thirty (30) days after request.
 - D. In the event of termination of this Contract for any reason, DENTIST shall be paid the last monthly Capitation Payment, as specified in Section V. herein, sixty (60) days following the effective date of termination of this Contract. SAFEGUARD shall be entitled to make any adjustments in such final Capitation Payment as may be necessary so that all treatment started prior to termination is properly completed and all obligations for treatment of Members under this Contract are met.
- 17. NOTICES:** Whenever it shall become necessary for either party to serve notice to the other regarding this Contract, such notice shall be in writing and shall be sent registered or certified mail, return receipt requested, or by facsimile transmission, addressed as indicated below:

- A. If addressed to SAFEGUARD, it shall be addressed as follows:

SAFEGUARD HEALTH PLANS, INC.
Provider Services Department
PO Box 3552
Laguna Hills, CA 92654-3552
Phone : 800.635.4238
Fax: 949.425.4197

B. If addressed to DENTIST, it shall be addressed as indicated on Page 5 of this Contract.

18. DENTAL RECORDS:

SAFEGUARD shall have access at all reasonable times, to the books, records and documents of DENTIST relating to the dental services provided by DENTIST and charges made for Co-payments or excluded procedures, and the payments received by DENTIST from Members, and of the financial condition of DENTIST. Records must be preserved for a period of not less than five years or at least two years after a child reaches the age of majority.

19. WAIVER:

The failure of either party to insist upon the strict performance of any and all provisions contained herein or the election of any remedy

contained herein shall not be construed as a waiver or relinquishment for the future strict performance of such provisions or remedies. No waiver or any breach of this Contract shall be effective unless in writing.

20. GOVERNING LAW:

This Contract shall be governed by and construed in accordance with the laws of the State of Florida.


21. SEVERABILITY:

If any provision of this Contract is held to be unenforceable or otherwise contrary to any applicable laws, regulations or rules, such provision shall have no effect and shall be severable without affecting the validity or enforceability of the remaining provisions of this Contract.

(Remainder of Page Intentionally Left Blank. Signatures on Following Page)

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IN WITNESS WHEREOF, the parties to this Contract have affixed their signatures to this Contract as of the date set forth above.

| | | |
|--|------------------------------------|---|
| Service Provider: | | |
| Dentist's Signature  | Date 6/17/2025 | |
| Please print the following: | | |
| Name MITHUN SURESH | Address 805 N. Homestead Blvd | |
| City Homestead | State FL | Zip 33030 |
| Telephone Number (786) 410-6656 | Facsimile Number (786) 871-7311 | E-Mail Address credentialing@pdshealth.com |
| Social Security or Federal Tax I.D. Number 220-25-1380 | Dental License Number DN26707 | |

SAFEGUARD HEALTH PLANS, INC.,
A Florida Corporation

By: 


Print Name: Peter Fuentes, DMD

Title: Chief Dental Officer

NOTE: This page is for your records; the last page of this document is the Signature Page and should be completed, signed and returned to SafeGuard at the address provided in the information packet.

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IN WITNESS WHEREOF, the parties to this Contract have affixed their signatures to this Contract as of the date set forth above.

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| Service Provider: | | |
| Dentist's Signature  | Date 6/17/2025 | |
| Please print the following: | | |
| Name MITHUN SURESH | Address 805 N. Homestead Blvd | |
| City Homestead | State FL | Zip 33030 |
| Telephone Number (786) 410-6656 | Facsimile Number (786) 871-7311 | E-Mail Address credentialing@pdshealth.com |
| Social Security or Federal Tax I.D. Number 220-25-1380 | Dental License Number DN26707 | |

SAFEGUARD HEALTH PLANS, INC.,
A Florida Corporation

By: 

Print Name: Peter Fuentes, DMD

Title: Chief Dental Officer

Amendment to Specialty Dentist Contract

WHEREAS, Dentist and SafeGuard have entered into a Specialty Dentist contract (the "Contract")

WHEREAS, SafeGuard desires to amend the contract to include reference to Metropolitan Life Insurance Company as being a party to such Contract.

NOW THEREFORE, the parties mutually agree as follows:


1. Paragraph A and Paragraph B of the preamble to the Contract shall be replaced in their entirety with the following:

A. SAFEGUARD and METROPOLITAN LIFE INSURANCE COMPANY (collectively referred to in the Contract as SAFEGUARD) are licensed and/or authorized under Chapter 636 of the Florida Statutes as a prepaid limited health service organization providing various organizations with prepaid limited health service plans providing dental care and related benefits for their employees and other eligible participants. Said services are provided on a prepaid closed panel basis.

B. SAFEGUARD has entered into prepaid limited health service plan contracts with certain organizations pursuant to which SAFEGUARD has agreed to arrange for the provision of dental care services to Members and Dependents as set forth in the particular contract, in consideration of the payment of periodic prepayment fees.

2. All other terms and conditions of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties to this Contract have affixed their signatures to this Contract as of the date set forth above.

| | |
|--|---|
| Dentist's Signature  | Date 06/17/2025 |
| Please print the following: | |
| Name MITHUN SURESH | Address 805 N. Homestead Blvd |
| City Homestead | State FL |
| Telephone Number (786) 410-6656 | Zip 33030 |
| Facsimile Number (786) 871-7311 | E-Mail Address credentialing@pdshealth.com |
| Social Security or Federal Tax I.D. Number 220-25-1380 | Dental License Number DN26707 |

SAFEGUARD

By: 

Print Name: Peter Fuentes, DMD

Title: Chief Dental Officer