Cedar Creek Dental Savings Plan AGREEMENT & CONTRACT

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Summary and Terms

- "Cedar Creek Dental Savings Plan" is a dental savings plan offered by Cedar Creek Dental. The Cedar Creek Dental Savings Plan features no yearly maximums, no deductibles, no claims, no pre-authorization requirements, no pre-existing condition limitations, no waiting periods, and no ID card.
 - "Doctor" refers to Dr. Phil Han or any licensed dentist employed by Cedar Creek Dental who is providing treatment to the patient.
 - "We," "us," and "our" and "Cedar Creek Dental" refer to Cedar Creek Dental.
- "You," "your," and "patient" refer to the patient or patients who have entered into this agreement by submitting the enrollment form and have paid the applicable premium to Cedar Creek Dental.
 - A "membership year" is 12 consecutive months, beginning on the date the patient becomes enrolled as set out in Section 4.

Plans, Enrollment Premiums, Benefits, and Eligibility

- <u>Adult Standard Plan \$449/year:</u> During the membership year under the Adult Standard Plan, Cedar Creek Dental will provide: (a) two regular cleanings; (b) two exams (including a new patient exam); (c) all necessary x-rays, including full mouth or bitewings as determined by the Doctor; (d) one emergency exam; (e) one fluoride treatment; and (f) discounts on dental services performed at Cedar Creek Dental by our staff as set out in Section 3, "Discount Rates". Patients requiring periodontal treatment beyond a standard cleaning, as determined by the Doctor, are not eligible for the Adult Standard Plan.
- <u>Adult Periodontal Plan \$699/year</u>: The Adult Periodontal Plan is for patients who require periodontal treatment. This plan includes all the benefits of the Adult Standard Plan, except that the two standard cleanings are upgraded to three Supportive Periodontal Therapy ("SPT") cleanings, which are usually recommended every 3-4 months after a patient receives Scaling and Root Planing ("SRP") therapy for periodontal disease. SRP is not included in the Adult Periodontal Plan premium, but members receive a 15% discount on SRP and additional SPT cleanings as a member of the Cedar Dental Savings Plan.
- <u>Child Plan—under 12 \$319/year:</u> The Child Plan offers the same benefits as the Adult Standard Plan. Children under age 12 at the time of enrollment are eligible for the Child Plan.

Discount Rates

TREATMENT	MEMBER DISCOUNT			
DIAGNOSTIC (EXAMS, XRAYS)				
Comprehensive exam (new patients)	100%			
Routine Periodic exam (2 per year)	100%			
Complete Series x-rays (18 films)	100%			
Bitewing and Periapical x-rays	100%			
Limited/emergency exam (1 per year)	100%			
Additional emergency exams	15%			
PREVENTIVE (CLEANINGS AND FLOURIDE)				
Adult and Child Cleanings (2 per year)	100%			
Periodontal Maintenance cleanings (3 per year	ar) 100%			
(covered under perio plan)				
Fluoride Treatment (1 per year)	100%			
Additional cleanings per year	15%			
Additional Fluoride treatment	15%			

TREATMENT	MEMBER DISCOUNT
DENTAL TREATMENT	
Fillings	15%
Root Canals	15%
Extractions	15%
Scaling and Root Planing	15%
Crowns	15%
Veneers	15%
Bridges	15%
Dentures	15%
Implant restorations (crowns)	15%
Nightguards/occlusal splints	15%
Invisalign	10%

Enrollment & Plan Pricing

- You may enroll in the Cedar Creek Dental Plan by submitting the enrollment form and the full enrollment premium due to Cedar Creek Dental. Patients using CareCredit subject to an additional 5% fee. We reserve the right to refuse enrollment for any reason not prohibited by law.
- We may adjust the enrollment fee for future enrollments at any time without notice.

Limitations and Exclusions

- Patients requiring periodontal treatment beyond a standard cleaning are not eligible for the Adult Standard Plan, and may require 1-2 additional maintenance cleanings (SPTs) per year.
- All benefits and discounts apply only to treatment provided at Cedar Creek Dental by our staff. At the Doctor's discretion, some treatment may need to be referred to an outside specialist, such as an oral surgeon, endodontist, periodontist, etc. Treatment provided by an outside specialist will be billed by the specialist based on your agreement with the specialist.
- The Cedar Creek Dental Savings Plan is an in-office savings plan, not an insurance plan. Cedar Creek is secondary to any other dental plan held by the patient. Treatment covered under workman's compensation, auto, or any other insurance is ineligible for discount and will be billed at normal rates.
- The Cedar Creek Dental Savings Plan cannot be combined with any other promotion, discount, coupon, or insurance plan. If patient chooses to use a dental insurance to pay for a procedure, that procedure is not eligible for a discount under the Cedar Dental Savings Plan and will be billed at normal rates.
- Treatment initiated prior to the date of enrollment is not eligible for a discount and will be billed at normal rates.
- Treatment that is completed or prostheses that are delivered more than 90 days after the patient's membership has ended are not eligible for a discount and will be billed at normal rates.
- The plan provides discounts for treatment only. Discounts do not extend to dental products such as electric toothbrushes, toothpaste, mouthwash, floss, bleaching products, etc.

Termination or Refusal of Service

- We reserve the right to terminate this agreement at any time with or without cause.
- Our termination of this agreement is considered "for good cause" if the termination is due to (a) aggressive or disruptive behavior; (b) failure to attend two appointments with less than 48 hours' notice to us during the plan year; (c) failure to abide by our office policies; (d) refusal to comply with reasonable instructions of staff regarding treatment.
- We reserve the right to refuse service at any time with or without cause, including situations when the Doctor deems the patient unfit for dental treatment. Payment for Treatment
- Payment is due at the time of service. Any services not paid in full before the patient leaves the office on the day of treatment are ineligible for a discount and will be billed at our regular rate.
- For Cedar Creek Dental members, fees quoted for treatment will be honored by us for the entire duration of that membership year, or for 90 days, whichever is later.

Refund of Premiums - We will only refund premium payments if: (a) we terminate this agreement other than for good cause; and (b) the patient has not yet received any benefits or discounts under the plan for the current membership year. We will not provide a refund for any other reason, even if the patient obtains dental insurance, changes residence, or does not use the plan.

Availability Not Guaranteed - Membership in the Cedar Creek Dental Savings Plan is not a guarantee that an appointment will be available on any specific day or time. Although we will make every effort to schedule your appointments within your membership year, appointment slots can fill up quickly. It is the patient's responsibility to make appointments sufficiently in advance so that the patient's treatment may be scheduled within the membership year.

Non-Assignment - Benefits of this plan are personal to the patient. This agreement cannot be assigned, sold, or transferred by the patient.

Entire Agreement - This is the entire agreement. This agreement supersedes any prior or contemporaneous agreements, written or verbal.

Governing Law - This agreement is governed by the laws of the State of Oregon.

Severability - If any provision of this agreement is found invalid or unenforceable by a court of law, then the remainder of the agreement will remain in effect and will be construed as closely to the parties' original intent as possible.

Forum and Dispute Resolution - Any lawsuit regarding a dispute arising out of this contract will be filed and litigated in Multnomah County, Oregon. Before filing any lawsuit, patient agrees to make at least one written attempt to settle the dispute. This attempt may be hand delivered to our office or sent through the U.S. Postal service to 728 SE 60th Ave, Portland, OR 97215.

Reservation of Remedies - Failure or delay by Cedar Creek Dental to pursue remedies available to us under this agreement is not intended as a waiver of our rights. We reserve all of our rights and remedies under this contract and under applicable law.

Liquidated Damages - The parties agree that damages from a breach of this agreement would be uncertain and difficult to quantify. If either party is found in breach, the parties agree that, in lieu of consequential or any other damages, the breaching party should pay liquidated damages in the same amount as was paid or should have been paid by the patient in enrollment premiums for the current membership year.

ENROLLEE INFORMATION									
Enrollee name:	LAST	FIRST	M	Date of Birth: Plan type:	Adult Std	Date: Adult Perio (Child		
Additional membe	e rs (Please	use additional form if m	ore than four people	e are enrolling)					
Member #2 name:				Date of Birth		Relation:			
	LAST	FIRST	M			Adult Perio			
Member #3 name:				Date of Birth		Relation:			
	LAST	FIRST	М	Plan type:	Adult Std	Adult Perio	Child		
Member #4 name:				Date of Birth		Relation:			
	LAST	FIRST	M	 Plan type:	Adult Std	Adult Perio	Child		
And limitations con X ENROLLEE SIGNA		erein.	PRINTED NAM	E		DATE			
This section for office	e use only:								
Plans: Adult Standard Plan: \$439 x =			DTAL:		Plan EFFECTIVE da				