

# EMERGENCY DENTAL PLAN

Name of Plan: Emergency Dental of America Membership Plan

Initial Enrollment Fee: \$50.00

Membership Annual Fee: \$420.00

Initial Term: 12 Months

Total Plan Amount: \$470.00

Plan Period: 12 month

Emergency Dental of America Membership Agreement

Plan Details

Service	Description	Quantity
Comprehensive or Periodic Exam	Comprehensive oral evaluation	2 Visits for new patients 1 Visit for established patient
Gum Health Screenings	Comprehensive assessment of gum tissues	2 Visits
Emergency Exam	Limited Oral Evaluation - problem focused by report	1 Visit
Healthy Mouth Hygiene Visit	Prophylaxis - Adult	2 Visits
Oral Cancer Screening	Adjunctive pre-diagnostic test that aids in 2 visits detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy procedures.	2 Units
Fluoride Varnish Application	Topical application of fluoride varnish	2 Visits
Bitewing X-rays (set of 4)	Bitewings - four radiographic images	1 Unit
Full Mouth X-rays or Panoramic film	Full mouth series of X-rays or Panoramic film	1 Unit
Hygiene Services	20% OFF all hygiene services needed to treat moderate to severe gum disease	N/A
Restorative Services	15% OFF all additional services (excluding products)	Unlimited max benefit

# MEMBERSHIP PLAN GUIDELINES

The person listed in the Member Information section above (the Member) agrees to the terms and conditions of this Membership Plan Agreement (the Agreement) with Emergency Dental of America (the Provider) for the Members benefit.

**General:** The Provider shall provide the Member the services listed in Appendix A for the chosen plan identified above (the Plan) and such services shall be referred to as the Services. The Plan is not an insurance plan and is not subject to regulation by any state department of insurance, is only offered to individuals and families not currently covered by insurance by a dental health plan, and cannot be used in conjunction with a dental insurance plan. The Plan does not have any deductibles, pre-authorizations, annual maximums, or waiting periods. The Plan is for individual use only; it is not for a group benefits plan.

**Missed Appointments:** It is the members responsibility to schedule and keep all appointments offered as part of the Plan. Provider reserves the right to charge a missed appointment fee equal to the charges that would apply if this Agreement were not in effect if any scheduled appointment for surgery or other anesthetic procedure is missed without at least 24 hours cancellation notice by Member prior to the scheduled appointment.

**Exclusions:** The following items and services are not included in this Agreement:

1. Any services, including office visits and consultations rendered by specialists to whom the member is referred by Provider: and
2. Services at any institution, clinic or hospital other than Providers practice.
3. Toothbrushes or whitening services and/or supplies, or
4. Any services or products already discounted.

**Non-Transferable:** This Agreement and the Services provided under it are NOT transferable or assignable to any other patient, member, or dental practice, have not cash value and may not be redeemed for cash. This Plan is only valid at participating Emergency Dental of America locations. This Agreement applies only to the Member designated above.

**Plan Price and Service Charges:** The initial price of the Plan is the price in effect at the practice where the Member is enrolled. The price of any subsequent Plan period is the price in effect upon the renewal date which is one (1) year from the Start Date listed above in the Plan Details (the Start Date). Provider reserves the right to adjust monthly fees, services and the terms and conditions of this Agreement as of the date of any renewal of this Agreement. The Enrollment Fee and Annual Fee are non-refundable once paid. Membership must be current to receive the prices quoted in the Plan.

**Term and Automatic Renewal:** THIS AGREEMENT IS EFFECTIVE ON THE ("START DATE") FOR AN INITIAL TERM PER THE PLAN PERIOD DESIGNATED ABOVE (THE "PLAN PERIOD"). THE PLAN WILL AUTOMATICALLY RENEW AT THE END OF THE PLAN PERIOD FOR SEQUENT PLAN PERIODS UNTIL MEMBER OR PROVIDER CANCELS THIS AGREEMENT AS DESCRIBED IN THE "CANCELLATION" SECTION BELOW.

**Early Renewal:** In certain situations, it may be recommended that a Plan renew early if Plan services have already been used that are needed again, but are not available until after renewal. In order to make the needed services available sooner, Plan services may be renewed up to thirty (30) days early. When this occurs, Member is responsible for the new renewal Plan Period just as if it had renewed automatically.

**Payments:** Only credit or debit card payments are accepted. Membership must be current to receive the prices quoted in the Plan. Monthly payment installments will be deducted from Members credit card, debit card, or bank account. Total payment is due at the time Services are provided. If full payment is not received at the time of Service, the discounts provided under the Plan will be void and Member will be responsible for the normal non discounted rate for Services. Payments for additional dental services are the Members responsibility. Membership dues are also non-refundable once paid. Member authorizes Provider and its servicer to debit/charge the account of the Member. Member further agrees to provide updated or replacement account information to Provider at least 30 days prior to any change or closure of the account. An overdraft/re-processing fee of \$25 will be billed to Member for insufficient funds, over limit status or any other reason a payment is unable to be processed based on the account information supplied by Member. Member is responsible for immediately notifying Provider of any changes in billing account information to avoid any payment reprocessing fees. Provider reserves the right to withhold service if the Members account is not current.

**Debit Authorization:** Member authorizes Provider or Providers servicing partner to initiate debits as deductions from Members designated payment card or bank deposit account for payments that come due each period, with regard to the balances due under this Agreement. If Members payment date falls on a weekend or holiday, Members account will be debited the business day prior to Members normal pay date. This authorization becomes effective at the time Member signs this Agreement and will remain in full force and effect until Provider has received notice of revocation from Member and either the obligations under the Agreement are paid in full or a replacement account for the payment card or ACH debits is established. You may revoke this authorization for a debit against Members payment card or ACH debit entry to Members Account(s) by giving written notice of revocation to Provider, which must be received by us no later than three (3) business days prior to the due date of the agreement. However, if Member timely revokes this authorization to effect payment card or ACH debit entries before Members obligations under this Agreement are paid in full, Member authorizes Provider to prepare and submit one or more payment card or ACH debits drawn on Members Account on or after the due date of the agreement. This authorization may not be revoked by Member until such time as Members obligations under this Agreement are paid in full. Provider will keep Members payment information on file and Member hereby irrevocably authorizes Provider to charge Members payment account on file for all charges due under this Agreement.

**Cancellation (Update for no recourse on discounts and memberships fees once paid upfront):** Either Provider or Member may cancel this Agreement at any time upon thirty (30) days written notice, but there may be monies due upon cancellation. In the event that cancellation of this Agreement results in monies due from Member, such monies shall be paid in full at the time of cancellation. In the event cancellation results in monies due to Member, such monies will be paid by Provider within 6-8 weeks. Both the initial Enrollment Fee and Annual Fee are non-refundable.

**Referrals:** There may be dental care needs beyond the scope of services provided at Emergency Dental of America. Members with specialty dental care needs will be advised as soon as possible and referred to the

appropriate dental specialists. Referred services are not covered by this Agreement or any Plan. After specialty services are performed, the Member may return to Emergency Dental of America and receive treatment covered under the Plan.

**Default:** In the event Member fails to pay any monthly installment on or before its due date, Provider has the option to immediately cancel this Agreement or discontinue Plan services and declare all remaining monthly installments for the then current Plan Period to be immediately due and payable. After thirty (30) days, the Members account may be referred to a collection agency. Collection activity may negatively impact Members credit bureau information. If Provider permits Member to restart a Plan after cancellation under this Section, a new enrollment fee will be required unless special arrangements are made between the Member and Provider and agreed to in advance in writing.

**Collection Costs:** If the Member fails to make any payment when due under this Agreement the Member shall pay the Providers collection costs, whether or not a legal action is commenced. In the event of any legal proceeding (including appeals and bankruptcies), the prevailing party shall be entitled to recover its costs, disbursements and reasonable attorneys fees as determined by the court.

**Notice:** Notices under this Agreement may be made to Provider via email at [billing@emergencydentalusa.com](mailto:billing@emergencydentalusa.com) or mail at 6606 S. 168th Street, Suite 100, Omaha, NE 68135.

**Entire Agreement:** This Agreement constitutes the entire agreement between Provider and Member concerning the subject matter hereof. Member warrants that Member has not relied upon any promise or representation not set forth expressly in this Agreement. This Agreement be amended, and provisions of this Agreement may be waived, only by a signed, written agreement.

**Choice of Law: Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the state where Member receives dental treatment from the Provider, and the courts of that state shall have exclusive jurisdiction over any claim or dispute concerning the interpretation or enforcement of this Agreement. In the case where Member receives dental treatment from Provider in multiple states, then this Agreement shall be governed by and construed in accordance with the laws of the state where Member has received the majority of dental treatment from the Provider. Each party consents and agrees that such courts shall have personal jurisdiction over such party.

**Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

**Further Assurances:** As a condition to Providers obligation to provide services to the Member under the Plan, the Member shall execute and deliver consents, limitations or waivers of liability, arbitration provisions, or any other documents as Provider may from time to time request of its clients in the normal course.

### **Services Made Available by Provider under This Agreement**

The Services provided for in this Agreement are scheduled to be delivered within twelve (12) months of the start of each Plan Period. The first Plan Period begins as of the Start Date,. Services unused in any Plan Period do not carry over to the next Plan Period. Listed services refresh upon renewal based on the then current rates of the Plan to which the Members Plan was renewed. Member agrees to pay Provider the initial Enrollment Fee and the monthly payments stated above for the full Plan Period, subject to the cancellation and renewal provisions in this Agreement.

**Incorporation of Other Documents:** The documents, if any, that Provider has attached, are incorporated herein and made a part hereof. By signing below, I agree to the terms and conditions above: and in the attached Membership Plan Agreement and Authorization (together, called this Agreement):