



Smiles 4 A Lifetime

## Dental Membership Plan

Smiles 4 A Lifetime is a Direct Pay dental practice which delivers dental services at 141A Franklin Pl Woodmere, NY 11598 and 265 Madison Ave 3rd Floor NY, NY 10016. In exchange for certain fees, the practice, agrees to provide you with the services described in this Agreement on the terms and conditions contained in this agreement.

### DEFINITIONS

1. Patient- In this agreement, Patient means the person for whom the Dentist shall provide care, and who have signed this agreement or are listed on the document attached as Appendix B, which is part of this agreement.
2. Services- In this agreement, services means the collection of services, offered to you by Us in this agreement. These services are listed in Appendix A, which is attached and a part of this agreement.

### AGREEMENT

3. NOTICE: THIS AGREEMENT DOES NOT CONSTITUTE DENTAL INSURANCE, IS NOT A DENTAL PLAN THAT PROVIDES DENTAL INSURANCE COVERAGE AND IS NOT INTENDED TO REPLACE DENTAL INSURANCE. THIS MEMBERSHIP PLAN WILL COVER ONLY LIMITED, ROUTINE DENTAL SERVICES AS DESIGNATED IN THIS AGREEMENT.
4. Term. This Agreement will last for 12 months (1 year), starting on the date this agreement is signed.
5. Renewal. The Agreement will automatically renew each year on the anniversary date of the agreement unless either party cancels the Agreement by giving 30 days written cancellation notice. If cancelled, there is a 12 month waiting period before renewal is permitted. The parties agree that the required method of yearly payment shall be by automatic payment, through a debit or credit card.
6. Termination. Regardless of anything written above, you always have the right to cancel this agreement. Either party can end this agreement at any time by giving the other 30 days written notice. If cancelled, there is a 12 month waiting period before renewal is permitted.
7. Payments and Refunds, Amount and methods. In exchange for the Services ( see Appendix A), you agree to pay US a yearly fee in the amount that appears in Appendix C, which is attached and part of this Agreement.
  - a. If this agreement is cancelled by either party before the Agreement ends, we will review and settle your account as follows: We will refund to You the unused portion of your fees on a per diem basis; or If the value of the Services you received over the term of the Agreement exceeds the amount You paid in membership fees, You shall reimburse the Practice in an amount equal to the difference between the value of the services received and the amount You paid in membership fees over the term of the Agreement. The Parties agree that the value of the services is equal to the Practice's usual and customary fee-for-service charges.
8. Non- Participation in Insurance. Your signature on this clause of the Agreement acknowledges the Patient understands that neither the Practice nor its Dentists participate in any health insurance or HMO/DHMO plans or panels and cannot accept Medicare. We make no representations that any fees that You pay under this agreement are covered by your health insurance or other third-party payment plans. This membership plan CANNOT be combined with any dental insurance.
9. This is not Dental Insurance. Your signature on this clause acknowledges your understanding that this Agreement is not an insurance plan or a substitute for dental insurance. You understand that this Agreement does not replace any existing or future dental insurance that You may carry. You may not use this Membership plan if you use a Dental Insurance Plan.
10. Communications. The Patient acknowledges that although Smiles 4 A Lifetime shall comply with HIPAA privacy requirements, communications with the dentist using email, fax, video chat, cell phone, texting, and other forms of electronic communication can never be absolutely guaranteed to be secure or confidential methods of communication. As such, Patient expressly waives the Dentist's obligation to guarantee confidentiality with respect to the above means of communication. Patient further acknowledges that all such communications may become part of the dental record.

By providing an email address on the attached Appendix B and/or during online enrollment, the Patient authorizes Smiles 4 A Lifetime and its Dentists to communication with them by email regarding the Patient's protected health information (PHI). The Patient further acknowledges that:

  - a. Email is not necessarily a secure medium for sending/receiving PHI and there is always a possibility that a third party may gain access:
  - b. Although the Dentist will make all reasonable efforts to keep email communications confidential and secure, neither the Practice nor the dentist can assure or guarantee the absolute confidentiality of email communications.

## AGREEMENT *(Continued)*

- c. At the discretion of the dentist, email communications may be made a part of the Patient's permanent dental record; and
  - d. You understand and agree that email is not an appropriate means of communication in an emergency, for time sensitive problems or for disclosing sensitive information. In an emergency, or a situation that You could reasonably expect to develop into an emergency. You understand and agree to call 911 or go to the nearest emergency room and follow the directions of emergency personnel.
  - e. Email usage. The dentist checks email frequently on weekdays, during business hours. If You do not receive a response to email by the next business day, You agree that you will contact the dentist by telephone.
  - f. Technical failure. Neither Smiles 4 A Lifetime, nor the dentist will be liable for any loss, injury or expense arising from a delay in responding to the patient, when that delay is caused by technical failure. Examples of technical failures (i) failures caused by an internet service provider, (ii) power outages, (iii) failure of electronic messaging software, or email provider, (iv) failure of the practice's computers or computer network, or faulty telephone or cable data transmission, (v) any interception of email communications by a third party which is unauthorized by the practice; or (vi) Patient failure to comply with the guidelines for use of email and described in this Agreement.
11. Dentist Absence. From time to time, due to vacations, illness, governmental mandate or personal emergency, the dentist may be temporarily unavailable to provide the services referred to above in this paragraph one. In the event of the dentist's absence during usual clinic hours, Patients will be given the name and telephone number of an appropriate provider for the Patient to contact. Any treatment rendered by a non-Smiles 4 A Lifetime provider is not covered under this contract.
  12. Change of Law. If there is a change in any relevant law, regulation or rule, federal, state or local, which affects the terms of this Agreement, the parties agree to amend this Agreement to comply with the law.
  13. Severability. If any part of this Agreement is considered legally invalid or unenforceable by a court of competent jurisdiction, that part will be amended to the extent necessary to be enforceable, and the remainder of the contract will stay in force as originally written.
  14. Reimbursement for Services Rendered. If any part of this Agreement is considered invalid for any reason, and the practice is required to refund fees paid by You, You agree to pay the practice an amount equal to the fair market value of the dental services You received during this time period for which the refunded fees were paid.
  15. Amendment. No amendment of this Agreement shall be binding on a party unless it is in writing and signed by all the parties. Except for amendments made in compliance with Section 12.
  16. Assignment. This Agreement, and any rights You may have under it, may not be assigned or transferred by You.
  17. Legal Significance. You acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. You also acknowledge that You have had a reasonable time to seek legal advice regarding the Agreement and have either chosen not to do so or have done so and are satisfied with the terms of the Agreement.
  18. Miscellaneous. This Agreement shall be construed without regard to any rules requiring that it be construed against the party who drafted the Agreement. The captions in this Agreement are only for the sake of convenience and have no legal meaning.
  19. Entire Agreement. This Agreement contains the entire agreement between the parties and replaces and earlier understandings and agreements whether they are written or oral.
  20. No Waiver. In order to allow for flexibility of certain terms of the Agreement, each party agrees that they may choose to delay or not enforce the other party's requirement or duty under this agreement (for example notice periods, payment terms , etc.). Doing so will not constitute a waiver of that duty or responsibility. The party will have the right to enforce such terms again at any time.
  21. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of New York. All disputed arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Smiles 4 A Lifetime.
  22. Service. All written notices are deemed served if sent to the address of the party written above or appearing in Appendix B by first class U.S. Mail

## APPENDIX A SERVICES

1. Dental Services. Dental Services under this Agreement are those dental services that the Dentist is permitted to perform under the laws of the State of New York, are consistent with the Dentist's training and experience, are usual and customary for a dentist to provide and include the following:

List of Benefits:

- 1 Comprehensive exam (new patient)
- 1 Annual Exam (new patient)
- 2 Annual Exams (existing patient)
- 2 Cleanings
- 2 Fluoride treatments (16 and under)
- Full Mouth Series X-rays (new patient)
- Panoramic xray if needed (16 and under)
- Recall x-rays if needed at cleaning appointment (existing patient)
- 15% Off Additional Dental Treatments
- 15% Off Services at Perio, Endo, Ortho, Oral Surgery Partners

Payment for services must be paid in full a time of treatment. Extended payment plans, including third party financing, are not applicable to this program.

2. Non-Dental, Personalized Services. Smiles 4 A Lifetime shall also provide Patient with the following non-dental services, which are complementary to our members in the course of care:

- After-hours access. Patient shall have direct telephone access to a Dentist seven days per week. Patient shall have access to a phone number where the patient may reach the Dentist directly for guidance regarding concerns that arise unexpectedly after office hours. Video chat may be utilized when the Dentist and Patient agree that it is appropriate.
- Email access. Patient shall have access to the Dentist email address to which non-urgent communication can be addressed. Such communications shall be dealt with by the Dentist or staff member of Smiles 4 A Lifetime in a timely manner. Patient understands and agrees that email and then internet should never be used to access medical care in the event of emergency, or any situation that Patient could reasonably expect may develop into an emergency. Patient agrees that in such situations, when a Patient cannot speak to the Dentist immediately in person or by telephone, that Patient shall call 911 or the nearest emergency medical assistance provider, and follow the directions of emergency medical personnel.
- No Wait or Minimal Wait Appointments. Reasonable effort shall be made to assure that Patient is seen by the Dentist immediately upon arriving for a scheduled office visit or after only a minimal wait. IF Dentist foresees a wait time, Patient shall be contacted and advised of the projected wait time.
- Specialists Coordination. Practice and Dentist shall coordinate with Dental specialists to whom Patient is referred to assist Patient in obtaining specialty care. Patient understands that fees paid under this Agreement do not include and do not cover specialist fees or fees due to other Dentists than Smiles 4 A Lifetime.

## APPENDIX B

### PATIENT ENROLLMENT DENTAL AGREEMENT FORM

Annual fees as set out below shall apply to the following Patient who by signing below agrees to the terms and conditions of the Smiles 4 A Lifetime Dental Agreement Form.

All patients must have a debit or credit card on file to cover the cost of membership.

I certify that I have read, understand, and agree to the terms set forth in Smiles 4 A Lifetime Dental Agreement Form. I further certify that I have received a copy of this form.

Plan Cost - **\$449** for one year after enrollment.

## PLAN DETAILS

### DENTAL SAVINGS PLAN - YEARLY

DENTAL SAVINGS PLAN 449.00 \Yr Per Person

- 1 Comprehensive exam (new patient)
- 1 Annual Exam (new patient)
- 2 Annual Exams (existing patient)
- 2 Cleanings
- 2 Fluoride treatments (16 and under)
- Full Mouth Series X-rays (new patient)
- Panoramic xray if needed (16 and under)
- Recall x-rays if needed at cleaning appointment (existing patient)
- 15% Off Additional Dental Treatments
- 15% Off Services at Perio, Endo, Ortho, Oral Surgery Partners

*\*This is not a insurance plan*

## PLAN MEMBER

Full Name

Date of Birth

Age

Gender

## CONTACT INFORMATION

Full Name

Email Address

Mailing Address

City

State

Zip

- I certify that I have read and understand the above and that the information given on this form is accurate. I acknowledge that my questions, if any, about inquiries set forth above have been answered to my satisfaction. I will not hold my doctor, or any other member of their staff, responsible for any action they take or do not take because of errors or omissions that I may have made in the completion of this form.

Signature of Patient/Legal Guardian

Date

All parties involved agree that this document may be signed electronically. The electronic signatures appearing on this document are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.