DENTAL SAVINGS PLAN AGREEMENT TERMS AND CONDITIONS

(DENTAL RETAINER AGREEMENT)

Practice name – Carrollwood Village Dental

This is an Agreement entered into between Carrollwood Village Dental (Clinic, Us or We), and You (Patient or You).

Background

The CLINIC is a Direct Pay primary care practice (DPC), which delivers primary care dental services through its Dentist, Dr. Richard Mancuso DMD, at 4536 W Village Dr Tampa, Florida 33624. In exchange for certain fees, the CLINIC, agrees to provide You with discounts on Services described in this Agreement on the terms and conditions contained in this Agreement.

Definitions

1. Patient. In this Agreement, "Patient" means the persons for whom the Dentist shall provide care, and who have signed this agreement or are listed on the document attached as Patient Enrollment Form, which is a 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 DENTAL RETAINER AGREEMENT IS **NOT** INSURANCE.

IT IS **NOT** A MEDICAL PLAN THAT PROVIDES HEALTH INSURANCE.

IT IS **NOT** A DENTAL PLAN THAT PROVIDES DENTAL INSURANCE.

IT DOES **NOT** PROVIDE COVERAGE FOR PURPOSES OF THE FEDERAL PATIENT PROTECTION AND AFFORDABLE CARE ACT.

THIS AGREEMENT DOES **NOT** MAKE PAYMENTS DIRECTLY TO US FOR DENTAL CARE OR MEDICAL CARE SERVICES.

THIS AGREEMENT PROVIDES ONLY DISCOUNTS FOR LIMITED, ROUTINE FEE FOR SERVICE DENTAL CARE SERVICES, AS DESIGNATED IN THIS AGREEMENT

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THIS AGREEMENT DOES NOT APPLY TO PRE-EXISTING CONDITIONS, DEFINED AS CONDITIONS THAT WERE DIAGNOSED BY DENTIST PRIOR TO YOUR MEMBERSHIP IN THIS AGREEMENT.

YOU ARE REQUIRED TO PAY FOR ALL HEALTHCARE SERVICES RENDERED TO YOU BY US AT THE TIME OF SERVICE.

4. Term. This Agreement will last for one year, starting on **signature date**

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.

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 party 30 days written notice.

If You cancel membership, We:

1. Must cancel the membership on or before 30 days after receipt Your cancellation request.

2. May not charge You any membership fees after the effective date of the cancellation of the membership.

3. Must provide You a pro rata reimbursement of membership charges made for months after the cancellation date.

7. Payments – Amount and Methods. In exchange for the Services (see Appendix A), You agree to pay Us, a monthly fee or yearly fee in the amount that appears in Appendix B, which is attached to and is part of this Agreement.

a) This monthly fee is payable on a prorated basis when you sign the Agreement, and is due on the first (or on the day you signed up) business day of each month thereafter.

b) There will be a ten (10) day grace period for the monthly or yearly fee.

b) The Parties agree that the required method of monthly payment shall be by automatic payment, through a debit, Bank ACH or credit card.

8. Non-Participation in Insurance. You acknowledge the Patient's understanding that neither

the CLINIC, nor its Dentist, participate in any health insurance or HMO plans or panels and can not accept Medicare payments. We make no representations that any fees that You pay under this Agreement is covered by your health insurance or other third party payment plans. It is the Patient's responsibility to determine whether reimbursement is available from a private, non-governmental insurance plan and to submit any required billing on Your own.

9. WE CANNOT Accept Medicare Payments. You acknowledge the Patient's understanding that at this time, Medicare cannot be billed for any services performed by Dentist.

10. This Is NOT Health or Dental Insurance. You acknowledge Your understanding that this Agreement is not an insurance plan or a substitute for health insurance or dental insurance. No insurance claim will be filed for You under this plan. This agreement is not subject to regulation by the Florida state department of insurance. You understand that this Agreement does not replace any existing or future health insurance, dental insurance, or health plan coverage that You may carry. The Agreement does not include hospital services, or any services not personally provided by the CLINIC, or its employees. You acknowledge that the CLINIC has advised You to obtain or keep in full force, health insurance that will cover You for healthcare not personally delivered by the CLINIC, and for hospitalizations and catastrophic events.

11. Communications. The Patient acknowledges that although CLINIC shall comply with HIPAA privacy requirements, communications with the Dentist using e-mail, facsimile, video chat, cell phone, texting, and other forms of electronic communication can never be absolutely guaranteed to be secure or confidential methods of communications. As such, **Patient expressly waives the Dentists obligation to guarantee confidentiality with respect to the above means of communication.** Patient further acknowledges that all such communications may become a part of the medical record.

By providing an email address on the attached Patient Enrollment and/or during online enrollment, the Patient authorizes the CLINIC, and its Dentists to communicate with him/her by email regarding the Patient's "protected health information" (PHI).1 The Patient further acknowledges that: (a) E-mail is not necessarily a secure medium for sending or 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 CLINIC, nor the Dentist can assure or guarantee the absolute confidentiality of email communications;

(c) At the discretion of the Dentist, e-mail communications may be made a part of Patient's permanent medical 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 the nearest Emergency room, and follow the directions of

emergency personnel.

12. Dentist Absence. From time to time, due to vacations, illness, or personal emergency, the Dentist may be temporarily unavailable to provide the services referred to above. 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 CLINIC substitute provider is **NOT** covered under this contract.

13. Change of Law. If there is a change of 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.

14. 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.

15. Reimbursement for Services Rendered. If this Agreement is held to be invalid for any reason, and the CLINIC is required to refund fees paid by You, You agree to pay the CLINIC an amount equal to the fair market value of the dental services You received during the time period for which the refunded fees were paid.

16. 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 13, above.

17. Assignment. This Agreement, and any rights You may have under it, may not be assigned or transferred by You. Membership benefits have no cash value and may not be redeemed for cash.

18. 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 and conditions of the Agreement.

19. 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.

20. Entire Agreement. This Agreement contains the entire agreement between the parties and replaces any earlier understandings and agreements whether they are written or oral.

21. No Waiver. In order to allow for the flexibility of certain terms of the Agreement, each party agrees that they may choose to delay or not to enforce the other party's requirement or duty

under this agreement (for example notice periods, payment terms, etc.). Doing so will not consti tute a waiver of that duty or responsibility. The party will have the right to enforce such terms again at any time.

22. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Florida. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the CLINIC in Tampa, Florida.

23. Service. All written notices are deemed served if sent to the address of the party written above or appearing in Patient Enrollment Form by first class U.S. Mail. The parties may have signed duplicate counterparts of this Agreement on the date first written above.

24. Interpretation. CLINIC retains the right to interpret any program stipulations.

25. Membership Fee. Membership fee may be adjusted annually.

26. Address changes. Members are responsible for notifying CLINIC of any address or contact changes.

27. Payment for services. Total payment amount is due at the time services are provided. If full payment is not received at the time of service, fee discount will be void.

28. Arbitration. All claims and disputes arising under or relating to this Agreement shall be settled by binding arbitration before a panel of three (3) arbitrators in Hillsborough county in the state of Florida. The arbitration shall be conducted on a confidential basis and pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Each Party shall designate an arbitrator, with the third arbitrator designated by the first two. Arbitration may be communicated at any time by any Party giving written notice to the other Party requesting that the matter in dispute be referred to arbitration in accordance with this Clause. The first two arbitrators shall be designated within thirty (30) days after such written request for arbitration; and the third arbitrator shall be selected within thirty (30) days after the appointment of the second of the first two arbitrators. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact. This provision for arbitrations shall be specifically enforceable by the parties. Each of the parties to a dispute submitted to arbitration shall pay its own expenses of arbitration and the expenses of the arbitrators shall be equally shared initially; however, the prevailing party shall be entitled to collect its reasonable attorneys' fees and all costs associated with the arbitration. Any such arbitration shall be conducted by at least one arbitrator experienced in Health Law and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed or affiliated with a competing organization or entity. Any award of arbitration may be confirmed in a court of competent jurisdiction in Hillsborough county in the state of Florida.

APPENDIX A

SERVICES

1. Dental Services.*

   *Dental Services under this agreement are those services that the Dentist is permitted to perform under the laws of the State of Florida, are consistent with Dentist's training and experience, are usual and customary for a dentist to provide.

2. While this Agreement is in effect, Dentist will not charge You more than discounted rates for Dental services with exceptions listed in Appendix B.

3. Specialist Coordination. CLINIC and Dentist shall coordinate with dental specialists to whom Patient is referred to assist Patient in obtaining specialty care. Patient understand that fees paid under this Agreement do **NOT** include and do **NOT** cover specialist's fees or fees due to any medical professional other than the CLINIC Dentist.

APPENDIX B

FEE ITEMIZATION - November 2023

Member: $30 per month

DISCOUNTED RATES - April 2024

- 2 Exams (D0150, D0120) discounted 100% for each 12 month subscription
- 2 Dental cleanings (D1110) discounted 100% for each 12 month subscription
- 1 Limited exam (D0140) discounted 100% for each 12 month subscription
- 2 Fluoride varnish (D1206) discounted 100% for each 12 month subscription
- Any necessary x ray (D0210, D0274, D0220, D0230) discounted 100% for each 12 month subscription

- All other Dental Services discounted 30% for each 12 month subscription*

***Full arch dental implants and Full arch dental implant prosthetics are NOT included in Dental Services discounted 30%.**

DENTAL SAVINGS PLAN

PATIENT ENROLLMENT FORM

- Membership fees as set out above shall apply to the following Patient(s), who by signing below agree to the terms and conditions of the Carrollwood Village Dental Medical Retainer Agreement Form.

- All patients must have a credit or debit card on file to cover the cost of membership & any incidentals not covered under the Agreement.

- I certify that I have read, understand, and agree to the terms set forth in Carrollwood Village Dental, Dental Agreement Form. I further certify that I have received a copy of this form.

- I understand that the Membership fee may be adjusted annually.

- A digital copy is available on our website under at

https://www.carrollwoodvillagedental.com/forms

Printed name: _____

Signature: _____

Date: _____