MONTGOMERY GREENE DENTAL

Dental Membership Plan

PLAN OVERVIEW & MEMBERSHIP AGREEMENT · JERSEY CITY, NEW JERSEY

IMPORTANT: THIS MEMBERSHIP PLAN IS NOT DENTAL INSURANCE.

It is a direct agreement between you and Montgomery Greene Dental for services provided only at our office. It is not insurance, supplemental or secondary insurance, a dental plan organization, or a discount card, and it is not regulated by the New Jersey Department of Banking and Insurance. It does not pay for care anywhere else, has no claims process, and does not meet any legal or employer requirement to have dental coverage. The plan is available only to patients who have **no dental insurance or dental benefit coverage**.

Individual

$498 / year

Full preventive care plus member savings on everything else, for one person.

- Two cleanings a year, absent active gum infection
- Two exams a year, plus one emergency exam
- Two oral cancer screenings and two fluoride treatments
- Bitewing and individual X-rays as needed; panoramic X-ray every two years
- **50% off** additional cleanings
- **15% off** fillings, crowns, bridges, root canals, implants, oral surgery, partials and dentures
- **10% off** veneers
- **$500 off** Invisalign

Periodontal

$698 / year

For patients who need more frequent gum maintenance visits through the year.

- Everything in the Individual plan
- **Three** periodontal maintenance cleanings a year, in place of routine cleanings
- **20% off** scaling and root planing

Add a Family Member

+$448 / year each

Bring a partner or family member onto your plan at a reduced rate.

- Same included care and member savings as the Individual plan
- Added to your existing membership, no separate signup
- Each added person must also have no dental insurance
- Your portion of any bill is due the day of service

- ✓ No yearly maximums
- ✓ No waiting periods
- ✓ No deductibles
- ✓ No one turned away for their dental health
- ✓ No claim forms
- ✓ 5% off when you auto-renew

No approvals and no claim forms. You are a member the day you sign up.

This Dental Membership Plan Agreement (the "**Agreement**") is made between Montgomery Greene Dental (the "**Practice**," "**we**," "**us**") and the person(s) signing below as Member or on behalf of a Member (the "**Member**," "**you**"). It takes effect on the date the Practice receives your signed Agreement and payment (the "**Effective Date**").

1 What This Plan Is, and What It Is Not

1.1 The plan is a direct arrangement for services provided only by the Practice. You pay an annual fee in advance for a defined set of preventive services, and you receive a discount on the Practice's own fees for other services. The Practice does not accept insurance risk, does not pay for or reimburse you for any care, and does not promise to cover the cost of any treatment you may need in the future.

1.2 The plan is valid only at the Practice's office. It has no network of other providers and cannot be used at any other dental office, specialist, laboratory, or hospital.

1.3 No insurer, administrator, or discount-card company is part of this Agreement. Any company that processes payments for the Practice does so as a payment processor only.

2 The Plans and Who May Join

	Individual Plan	Periodontal Plan	Family Member Add-On
Annual fee	**$498** per Member	**$698** per Member	**$448** per added Member
Auto-renewal fee	$473.10 (5% off)	$663.10 (5% off)	$425.60 (5% off)
Included services	Schedule A, Part 1	Schedule A, Parts 1 and 2	Schedule A, Part 1
Member discounts	Schedule A, Part 3	Schedule A, Parts 3 and 4	Schedule A, Part 3
Who may join	Patients with **no** dental insurance or dental benefit coverage of any kind (Section 2.1)		

2.1 Eligibility. The plan is available only to patients who do not have dental insurance or any other dental benefit coverage, including employer, individual, or marketplace dental plans, dental coverage within a medical plan, Medicaid or NJ FamilyCare, Medicare Advantage dental benefits, TRICARE, or any other government program.

2.2 Delta Dental patients. The Practice is a participating provider with Delta Dental. Patients covered by any Delta Dental plan are **not eligible** for this membership. Their care is provided and billed under their Delta Dental plan and the Practice's participating-provider agreement with Delta Dental, and no membership fee, included service, or discount under this Agreement applies to them.

2.3 If you gain dental coverage. Please tell us within 30 days if you become covered by Delta Dental or any other dental insurance or benefit plan. Your membership will end on the date your coverage begins, and you will receive any refund due under Section 9.3. You may re-enroll if that coverage later ends.

2.4 Open enrollment. Enrollment is open to every eligible patient regardless of health status, existing dental conditions, age, or any characteristic protected under the New Jersey Law Against Discrimination. There are no waiting periods; included services and discounts are available from the Effective Date. The Practice may require an examination at enrollment, which is included in Schedule A.

2.5 Periodontal Plan. The Periodontal Plan is for Members whose dentist has diagnosed periodontal (gum) disease and recommends periodontal maintenance visits instead of routine cleanings. An Individual Plan Member who receives that diagnosis during a term may upgrade to the Periodontal Plan by paying a prorated share of the $200 difference for the full months remaining in the term.

2.6 Family Member Add-On. A spouse, domestic or civil union partner, child, or other family member may be added to an active Individual or Periodontal membership (the "**Primary Membership**") for $448 per year. Each added

person must meet Section 2.1, is a separate Member, and receives the Individual Plan's included services and discounts. An added Member who needs periodontal maintenance may enroll in the Periodontal Plan at its full fee instead. If the Primary Membership ends, added Members keep their benefits through the end of their paid term and may then renew at the Individual Plan fee.

2.7 Minors. A Member under 18 must be enrolled by a parent or legal guardian, who signs this Agreement and is responsible for all fees.

2.8 Membership is personal to the Member. It cannot be transferred, sold, or shared.

3 Membership Fee and Payment

3.1 The membership fee for each 12-month term is **$498 per Member for the Individual Plan**, **$698 per Member for the Periodontal Plan**, and **$448 per added Family Member**, paid in full at enrollment. Monthly or installment payments are not offered.

3.2 The fee pays for access to the plan's benefits during the term. It is not a deposit, credit, or account balance, it is not applied toward the cost of treatment, and it is not an insurance premium.

3.3 Auto-renewal discount. If you choose automatic renewal in Schedule B, each renewal term is charged at **5% off** the then-current annual fee for that plan.

3.4 If you choose automatic renewal, you authorize the Practice to charge the discounted fee for the next term to the payment method in Schedule B on the renewal date. If that payment fails, we will notify you and try again. If it remains unpaid 15 days after we notify you, your membership ends without further charge, and you may re-enroll at any time.

3.5 The Practice will not charge interest, late fees, or any fee not described in this Agreement.

4 Plan Benefits

4.1 Members receive the services listed in **Schedule A** for their plan at no additional charge during each term, up to the frequencies shown, when clinically appropriate as determined by your dentist.

4.2 Unused services do not carry over to a later term, cannot be exchanged for other services, and have no cash value, except as counted in a refund under Section 9.

4.3 Routine cleanings and gum infection. Routine cleanings under the Individual Plan are provided when there is no active periodontal (gum) infection. If your dentist determines that you need a different service in place of an included cleaning, such as scaling and root planing or periodontal maintenance, the Practice will credit the Standard Fee of the included cleaning toward the replacement service, and your member discount applies to any remaining balance. You may also upgrade under Section 2.5.

4.4 Members receive the discounts in Schedule A, Part 3 (and, for Periodontal Plan Members, Part 4) off the Standard Fee for dental services performed by the Practice that are not included services, subject to Section 6.

5 No Maximums, Deductibles, or Claims

5.1 The plan has no annual dollar maximum on the member discounts, no deductible, and no claim forms. Because the plan is not insurance, this means only that the discounts in Schedule A apply to every eligible service you receive at the Practice during your term; it does not mean the Practice will pay for or provide any treatment at no charge beyond the included services.

5.2 The Practice will not submit any claim to any insurer or payer for included or discounted services, and you agree not to submit them as though they were covered by your membership. The membership fee is not reimbursable by insurance.

5.3 Any receipt, statement, or record the Practice prepares will show the fee actually charged to you after any discount, consistent with New Jersey Board of Dentistry requirements that billing records accurately reflect the

services and fees charged.

6 Discount Terms

6.1 "**Standard Fee**" means the fee in the Practice's standard fee schedule in effect on the date of service, which is the fee charged to patients who are not Members and are not using insurance for that service.

6.2 Discounts do not apply to: (a) services by outside specialists or providers not employed by the Practice; (b) retail products such as toothbrushes or take-home whitening kits; or (c) sedation or anesthesia provided by an outside provider. The $500 Invisalign discount applies once per Member to a comprehensive Invisalign treatment plan. Discounts cannot be combined with other promotions or offers.

6.3 Before starting non-emergency treatment, the Practice will give you a written estimate showing the Standard Fee, your member discount, and the amount you will owe. The standard fee schedule is available on request.

6.4 The Practice may change its Standard Fees from time to time. Changes apply to Members and non-members alike. Fees quoted in a written treatment estimate will be honored for 90 days.

6.5 **Your portion of any bill is due on the day of service** unless you arrange otherwise in writing. You may use outside patient financing, and the discount still applies.

7 Term and Renewal

7.1 Each membership term lasts 12 months from the Effective Date or from the renewal date.

7.2 **Automatic renewal happens only if you choose it in Schedule B.** If you choose it, your membership will renew for another 12-month term at the then-current fee for your plan, less the 5% auto-renewal discount, and your payment method will be charged, unless you cancel before the renewal date.

7.3 If your membership is set to renew automatically, the Practice will send you written or electronic notice **no fewer than 30 and no more than 60 days before the renewal date**, stating the renewal date, the fee for the next term, and how to cancel.

7.4 If you do not choose automatic renewal, your membership ends at the close of the term. The Practice will remind you before it ends, and you may re-enroll by signing a new Agreement.

7.5 The Practice may change a plan's fee, included services, or discounts only for a future term, and only after giving the notice in Section 7.3. Changes do not apply during a term you have already paid for.

8 Ending Membership by the Practice

8.1 The Practice may end your membership with written notice if: (a) a renewal payment remains unpaid as described in Section 3.4; (b) you gave false information about your eligibility or insurance status; (c) you misuse or share the membership; or (d) the Practice discontinues the plan for all Members. Under (d), the Practice will give at least 60 days' notice. In every case, any refund is calculated under Section 9.3.

8.2 Ending a membership does not by itself end the dentist–patient relationship. If the Practice ends that relationship, it will follow New Jersey Board of Dentistry requirements, including written notice of the effective date, a statement of any further treatment you need, how to obtain a copy of your records, and access to emergency dental care for at least 30 days.

8.3 The Practice will provide copies of your dental records as required by N.J.A.C. 13:30-8.7 and will not withhold them because of unpaid membership fees.

9 Cancellation by You and Refunds

9.1 You may cancel at any time, for any reason, in person at the Practice, by phone, or by email. The Practice will acknowledge your cancellation within 5 business days and process it within 10 business days, effective on the day

we received your request. You may also turn off automatic renewal the same ways without cancelling your current term.

9.2 Cooling-off period. If you cancel within 14 days after the Effective Date and have not received any included services or discounts, you will receive a full refund.

9.3 Refund after the cooling-off period. For each Member, your refund equals the membership fee you paid for the current term **minus** the Standard Fees of the included services that Member has already received during the term. If that amount is zero or less, no refund is due, and you will not owe anything more.

9.4 Discounts you received before cancelling are not charged back to you. Refunds are made to the original payment method within 30 days.

10 Your Dental Care

10.1 Membership does not guarantee that any particular treatment will be recommended, provided, or successful. Your dentist will recommend treatment based on professional judgment, and recommendations will be the same whether or not you are a Member.

10.2 Treatment is provided only with your informed consent, which is obtained separately from this Agreement. Members are scheduled on the same basis as other patients.

10.3 Nothing in this Agreement limits the Practice's professional obligations to you or your rights as a patient under New Jersey or federal law.

11 Privacy and Communications

11.1 The Practice protects your health information as described in its HIPAA Notice of Privacy Practices, which you receive separately. Payment card information is handled by a secure payment processor and is not stored in your dental chart.

11.2 Membership notices, such as renewal and payment notices, will be sent by the method you choose in Schedule B. Consent to marketing texts or calls is optional, requested separately in Schedule B, and not a condition of membership.

12 General Terms

12.1 Governing law. This Agreement is governed by the laws of the State of New Jersey. Any dispute may be brought in the Superior Court of New Jersey, including its Special Civil Part, in Hudson County, or in any other court with jurisdiction.

12.2 Your legal rights. Nothing in this Agreement waives or limits any right you have under the New Jersey Consumer Fraud Act or any other law, and you are not required to use arbitration. You may contact the New Jersey Division of Consumer Affairs or the New Jersey State Board of Dentistry with any concern.

12.3 Entire agreement; changes. This Agreement, including Schedules A and B, is the entire agreement about the plan. Except as provided in Section 7.5, it may be changed only in a writing signed by both parties.

12.4 Severability. If a court finds any part of this Agreement unenforceable, that part will be limited to the minimum extent necessary, and the rest of the Agreement will remain in effect.

12.5 Electronic signatures and copies. Signatures and notices may be electronic. You will receive a copy of this signed Agreement and may request another copy at any time.

13 Signatures

By signing, you confirm that you have read this Agreement, including the notice that **this plan is not dental insurance**; that each Member listed in Schedule B has no dental insurance or dental benefit coverage, including Delta Dental; and that you agree to these terms.

Member signature (or parent / legal guardian if the Member is under 18)	Date
Printed name / relationship to Member, if signing for a minor	Date
For Montgomery Greene Dental: signature, printed name, and title	Date

Schedule A: Included Services and Member Discounts

Per Member, per 12-month term. Frequencies are maximums and are provided when clinically appropriate. Codes are ADA Current Dental Terminology (CDT).

Service	CDT code	Frequency	Notes
PART 1 · INCLUDED: INDIVIDUAL PLAN, PERIODONTAL PLAN, AND FAMILY ADD-ON			
Comprehensive oral evaluation (new patient)	D0150	1 at enrollment	Replaces one periodic exam in the first term
Periodic oral evaluation	D0120	2 per term	Includes oral cancer screening
Oral cancer screening	—	2 per term	Performed with each exam
Limited / emergency evaluation	D0140	1 per term	Resulting treatment receives member discount
Prophylaxis (routine cleaning): adult or child	D1110 / D1120	2 per term	Absent active periodontal infection; see Section 4.3. Not included for Periodontal Plan Members (see Part 2)
Fluoride treatment	D1206 / D1208	2 per term	
Bitewing X-rays	D0272 / D0274	As needed	When clinically indicated
Individual (periapical) X-rays	D0220 / D0230	As needed	When clinically indicated
Panoramic X-ray	D0330	1 per 24 months	When clinically indicated
PART 2 · ADDITIONAL INCLUDED: PERIODONTAL PLAN ONLY			
Periodontal maintenance	D4910	3 per term	In place of the routine cleanings in Part 1

Member discount off the Standard Fee	Discount	Applies to
PART 3 · ALL MEMBERS		
Additional cleanings beyond those included	**50% off**	All Members
Fillings, crowns, bridges, root canals, implants, oral surgery, partials and dentures	**15% off**	All Members
Veneers	**10% off**	All Members
Invisalign (comprehensive treatment)	**$500 off**	Once per Member
PART 4 · PERIODONTAL PLAN MEMBERS		
Scaling and root planing (D4341 / D4342)	**20% off**	Periodontal Plan

Standard Fee value of included services (used only for refund calculations under Section 9.3) is based on the Practice's fee schedule in effect on the Effective Date and is available on request.

Schedule B: Enrollment and Payment

Member name	Date of birth	Plan (Individual / Periodontal / Family Add-On)	I have no dental insurance, including Delta Dental (initial)

Fees due today	Number	Fee	Amount
Individual Plan	_____	× $498	$ _____
Periodontal Plan	_____	× $698	$ _____
Family Member Add-On	_____	× $448	$ _____
		Total	**$** _____

Payment method on file: ☐ Card ending in _____ ☐ Bank account (ACH) ☐ Other: _____

AUTOMATIC RENEWAL: YOUR CHOICE

☐ **YES.** Renew each Member's plan automatically each year at the then-current fee **less the 5% auto-renewal discount**, and charge my payment method on file until I cancel. I will receive a notice 30 to 60 days before each renewal stating the price and how to cancel.

☐ **NO.** Do not renew automatically. Membership ends at the close of the term unless I re-enroll.

Initials: _____

Send membership notices by: ☐ Email: _____ ☐ Text: _____ ☐ Mail

Optional: ☐ I agree to receive promotional texts or calls from the Practice at the number above. Consent is not required to join. Message and data rates may apply; reply STOP to opt out.

I received: ☐ A copy of this Agreement ☐ Notice of Privacy Practices ☐ Standard fee schedule (on request)

_____ _____

Member signature (or parent / legal guardian) Date

FOR OFFICE USE

Delta Dental / insurance eligibility check completed: ☐ No coverage found Staff initials: _____ Date: _____