



## Appendix B: General Contract Considerations

These are some overarching considerations and are neither meant to be an all-inclusive list nor legal advice. Legal counsel should be consulted to develop a contract based on the plan design developed by the practice and can vary between practices. “Member” in the clauses below references the dental practice patient seeking to enroll in the in-office dental plan. Consider stipulating that:

- The dental practice retains the right to interpret any program stipulations.
- No refunds will be given in the event Member terminates the plan prior to the end of the plan year.
- The annual membership fee must be paid in full prior to treatment.
- Membership benefits are not transferable, have no cash value and may not be redeemed for cash.
- This is not an insurance plan and is not subject to regulation by the state department of insurance.
- Plan membership cannot be combined with current dental insurance plans.
- No insurance claim will be filed for Members under this plan.
- The plan is for individual use only. It is not a group benefits plan.
- Each additional family membership must be paid at the time of the initial membership or at renewal time.
- Membership fee may be adjusted annually.
- Members are responsible for notifying dental practice of any address or contact changes.
- Missed appointment fees/penalties are ineligible for the membership discount.
- 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.

In addition to these general contract considerations, it is important that the contract clearly lay out the payment requirements to maintain membership in the plan. Some considerations include:

- Membership fee payment schedule.
- Consequences of missed payments.
- Guarantees for treatment fee related to membership plan year.
- What services will be provided as part of the membership plan.
- What services will be provided at a discounted rate and what level of discounts will apply.
- Whether the patient can cancel the plan and the consequence.
- Whether the practice can cancel the plan and the consequence.
- Whether there will be annual maximums on discounts.