

Total cosmetic dental services™



Welcome to Kaiser Permanente

Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc., ("Program Sponsor"), has developed a cosmetic and other dental services program ("Program") under the laws of the State of Maryland ("Program"). The terms of this Program are described in this Total Cosmetic Dental Services™ Description ("Program Description"). Program Sponsor has contracted with the Program Administrator to operate the Program. Program Sponsor agrees that in exchange for effective enrollment and timely payment of required Program Fees by the Participant, as described and defined below, the Participant will have access to the services available in the Service Area consisting of discounted, fixed dental provider fees described in this Program Description and the attachments hereto (List of Services and Fee Schedule).

Section I. DEFINITIONS

- A. Participant** means an individual age 18 or older who has completed the required enrollment process as determined by Program Sponsor and has paid the required Program Fees for a period of eligibility under the Program, or who is a properly enrolled Dependent as defined below.
- B. Program Administrator** is:
Dominion National
P.O. Box 21522
Eagan, MN 55121
703-518-5000
- C. Dependent** means the (1) spouse of Participant or (2), unmarried natural, step or adopted children of Participant, or children under the Participant's legal guardianship, from birth to his/her twenty-sixth (26th) birthday.
- D. Due Date** means the first business day of each calendar month for which a Participant seeks eligibility under the Program.
- E. Fee Schedule** amounts means the amounts shown in the attached List of Services and Fee Schedule. The List of Services and Fee Schedule may be modified by Program Sponsor/Program Administrator as described below. The Fee Schedule shows the amounts due from Participant to a Participating Dentist for each service shown on the List of Services at the time service is rendered. Neither the Program Sponsor nor Program Administrator has any responsibility for any payment to a Participating Dentist for the provision of Program Services or any other services to a Participant. This Program provides no commitments regarding services or fees other than those shown in the List of Services and Fee Schedule.
- F. Nominal Fee** means \$5, which the Plan Sponsor may retain in connection with refunds of Program Fees as described in this Program Description.
- G. Participating Dentist(s)** means those independent licensed dentists who have contracted with the Program Administrator to provide dental services for Program Participants. Participating Dentists are not employees of, nor supervised by, the Program Sponsor.
- H. Program Fees** mean amounts due from the Participant to the Program Sponsor to participate in the Program.
- I. Registration Fee** means the one-time \$18 fee charged as part of enrollment in the Program.
- J. Service Area** means the locations within Maryland, Virginia, and the District of Columbia in which the Participating Dentists are located and where services are provided.
- K. Discount** means the discounted rates for dental services negotiated by the Program Administrator with participating providers. These negotiated rates are reflected in the fee schedule as fixed fees.

Section II. REQUIRED DISCLOSURES

- A.** This program is not insurance or health plan coverage.
- B.** Participation in this Program entitles Participants to certain fixed fees (as stated in the Fee Schedule) for certain dental services (as shown in the List of Services) offered by dentists who have agreed to participate in the Program (who are Participating Dentists).
- C.** Services available under this Program are located solely within certain regions in Maryland, Virginia and the District of Columbia, and are subject to change.
- D.** Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc., the Program Sponsor, does not pay any dentists for services provided to Participants under this Program.
- E.** Participants are required to pay for services provided under this Program, and are entitled to receive the services on the List of Dental Services for the applicable Fee Schedule amount from Participating Dentists.

- F.** The dental services provided by the Program and the Fee Schedule amounts are shown in the List of Services and Fee Schedule. The list of Participating Dentists is found at kp.org/totalcosmeticdentalservices.
- G.** Contact information for the Program Sponsor is:
Kaiser Foundation Health Plan of the
Mid-Atlantic States, Inc.
2101 E. Jefferson St.
Rockville MD 20852
- H.** The following amounts comprise all of the financial terms under this Program: Registration Fee, Program Fees, Fee Schedule amounts due for each Service requested or furnished, and the Nominal Fee that may be retained by the Program Sponsor as described below. All of these amounts are subject to changes as described in this Program Description.

Section III. EFFECTIVE DATE

All persons who are enrolled in the Program and who paid (or had paid on their behalf) the Program Fee(s) on or prior to the Due Date(s) are eligible to obtain Program Services at the Fees shown herein as of the first day of the following month the registration fee and initial monthly or annual Program Fee is made. Payment of the Program Fee is consideration made in exchange for participation in the Program according to the terms of this Program Description. Participation is determined for each calendar month.

Section IV. TERMINATION OR CANCELLATION

A Participant's eligibility for the Program will terminate upon the following events:

- A.** Upon receipt of written direction from Participant to cancel his/her participation in the Program or Participant can call customer service and request to cancel service. Such notice must provide at least 30 calendar days advance notice of such cancellation (or if insufficient advance notice is given it will be treated as if it provided the required 30 days advance notice). If participation is canceled by Participant within the first 30 calendar days after the initial effective date,

Program Sponsor will refund all Program Fees paid by Participant except for the Nominal Fee.

- B.** On the last day of the calendar month for which the last payment of Program Fee was made to the Program Sponsor. A thirty (30) day grace period for payment shall be provided. Eligibility is canceled as of the last day of the grace period if any outstanding Fees remain unpaid as of that day. Termination for failure to make timely payment ends the arrangement for eligibility for the Participant and all Dependents enrolled through the Participant. However, this does not preclude any Dependents age 18 or older from subsequently enrolling in the Program directly as a Participant upon payment of Registration Fee and Program Fee.
- C.** A Dependent under age 26 is no longer eligible to participate in the Program as a Dependent as of the last day of the calendar month in which he/she gets married, emancipated, or turns age 26, whichever occurs first. This does not preclude such Dependent from enrolling in the Program directly as a Participant upon payment of Registration Fee and Program Fee.
- D.** If after reasonable efforts to establish and maintain a satisfactory dentist-patient relationship, the Participating Dentist is unable to do so, the Program Sponsor reserves the right to terminate the enrollment of the Participant and any Dependents enrolled as of the last day of the calendar month.
- E.** Immediately upon written notice if Program Sponsor finds that Participant violated the terms of this Program Description, committed fraud or deception in the use of Services.
- F.** Upon at least one calendar month notice for any reason at the discretion of Program Sponsor, including but not limited to in the event the Program is ending.

In the event of termination by Program Sponsor for reasons other than nonpayment by Participant as described in Section II.B above, Program Sponsor will make a pro rata refund of Program Fees already paid for both the month in which termination occurs and any additional future months, as applicable, based on the effective date of such termination.

Except where (1) Participant cancels within the first 30 days as described in "A" above or (2) Participant prepays for 12 months of participation, no refunds of amounts paid as Program Fees or the Registration Fee are due to the Participant at the conclusion of this arrangement. In the event of termination or cancellation involving a Participant who prepaid for 12 months of access to the Program, Program Sponsor will refund the pro rata portion of Program Fees for months accruing after the last day of the month in which termination/cancellation occurs. Program Sponsor has no obligation regarding Fee Schedule payments made to Participating Dentists under any scenario. No Fee Schedule payments are subject to refund.

Section V. PROGRAM FEES

- A.** Program Fees are due and payable on or before the end of the calendar month preceding the month for which the Participant seeks eligibility to participate.
- B.** Program Fees may be prepaid up to 12 months in advance.
- C.** Program Fee payments will be debited directly from either a checking account or credit/debit card account as stated in the most recently completed Program Authorization Form on record with Program Sponsor. Participant's payment authorization may be amended upon request by submitting a revised Program Authorization form to Program Sponsor. Any new or revised Payment Authorization terms will be effective within 30 calendar days after the written form is received by Program Sponsor.
- D.** Program Fees may be adjusted by Program Sponsor once every 12 months. In such event Program Sponsor shall provide at least 30 days advance written notice to Participant of such changes.
- E.** The initial Program Fee is \$5.30 per month for individuals, \$8.50 for an individual plus one dependent and \$14.50 for an individual plus two or more dependents.

Section VI. SERVICES

The Services listed in the attached Description of Services and Schedule of Dental Fees are the sole list of services provided by this Program. Only the fees shown on the fee schedule apply and cannot be combined with other discounts, programs and/or services.

Before utilizing your Total Cosmetic Dental Services program for services, please note that some of the services available to you under this program could also be covered as benefits under other dental insurance coverage you may be enrolled in. Please be sure to compare the services and related costs under the available plans before letting your provider know whether you will be using your Total Cosmetic Dental Services program or another plan for your services.

Section VII. DENTAL RECORDS

The dental records of Participants concerning Services performed hereunder are the property of the Participating Dentist.

Section VIII. CHANGES TO PROGRAM DESCRIPTION OR LIST OF SERVICES AND FEE SCHEDULE

Program Sponsor reserves the right to change the List of Services and/or Fee Schedule or any terms of this Program Description at any time upon at least thirty (30) days prior written notice to Participant. Any such modifications or other communications to Participant shall be made at the address on record with the Program Sponsor, which can be updated upon written notice from Participant in the form and manner prescribed by Program Sponsor. Discounted rates for dental services are negotiated by the Program Administrator with participating providers. These negotiated rates are reflected in the fee schedule as fixed fees and can change annually.

Section X. HOW TO RECEIVE SERVICES

In order to make an appointment with a Participating Dentist, Participant must directly contact the selected dental office. At the time of service Participant must show Program ID Card or some other legal proof of identity. Also at time of service Participant is required to pay the service Fee directly to the Participating Dentist. All disputes about payment of such Fees are between the Participant and the Participating Dentist and neither Program Sponsor or Program Administrator have any responsibility or liability for those Fees or payments.

Section XI. NO REPRESENTATION OR WARRANTY; DISCLAIMER OF LIABILITY

Participant acknowledges that Services are provided by Participating Dentists and arranged by the Program Administrator and that no Services are provided hereunder by Program Sponsor. **PROGRAM SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES, AND ACCEPTS NO LEGAL LIABILITY OR RESPONSIBILITY, FOR THE SERVICES PARTICIPANT ELECTS TO RECEIVE FROM PARTICIPATING DENTISTS. IN NO EVENT WILL PROGRAM SPONSOR BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM PARTICIPANT'S RECEIPT OF SERVICES FROM PARTICIPATING DENTISTS.**

Section XI. COMPLAINTS

Complaints about program services, terms and conditions, or quality of services or payment of Fees should be brought to the attention of the Participating Dentist. If the issue is not resolved to the Participant's satisfaction, Participant may call

the Program Administrator at the number shown below or send the complaint in writing to the Program Administrator at:

P.O. Box 21522
Eagan, MN 55121
888-271-7310

Section XII. OTHER

This Program Description (including any attachments hereto) and the enrollment application constitute the entire contract between the parties. Any prior agreements, promises, negotiations or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and have no further force or effect.

Participant agrees that this Program Description and the rights and obligations of the parties hereunder shall be construed, interpreted and enforced in accordance with, and governed by, the laws of State of Maryland.

Participant consents to the exclusive jurisdiction of the state courts for Rockville, Maryland in connection with any action arising out of or relating to this Agreement. Participant agrees that such venue is proper and waives any objection which they may now or in the future have to any action being brought in any of these courts, and agrees not to plead or claim that any action brought in any of these courts has been brought in an inconvenient forum. The unenforceability or invalidity of any paragraph or subparagraph of this Agreement shall not affect the enforceability and validity of the balance of this Agreement.

ATTACHMENTS

[Description of Services and Schedule of Fees](#)

