

## Delta Dental Patient Direct® - Participant Agreement

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Welcome to the Delta Dental of Arizona Patient Direct Program. This is your Participant Agreement, which details the Patient Direct Program terms and conditions. Please read this Agreement carefully. If you have any questions about this Program or Agreement, call our Customer Service Department at 866.327.0032 and ask for our Patient Direct Program Manager.

**Patient Direct is a discount program. Patient Direct is NOT insurance.**

### PROGRAM FEATURES

#### Overview

You must be an Arizona resident to participate in Patient Direct. As a Patient Direct Participant, You will have access to discounts for dental services (“Dental Services”) and other additional value-added services (“Additional Services”) as available. For Dental Services, You are entitled to receive certain discounts of no less than twenty percent (20%) from the Patient Direct Provider’s prevailing rate. Details regarding discounts on available Additional Services will be provided in Your Welcome Packet and/or at [deltadentalaz.com/patientdirect](https://www.deltadentalaz.com/patientdirect).

#### The Provider

The discounted rates for Dental Services under this Program are available from Patient Direct Providers **only**. Note the Patient Direct Network is a specific Delta Dental of Arizona network just for Patient Direct participants, like You. See <https://www.deltadentalaz.com/forms/find-dentist/> for the Patient Direct Provider List, which may be amended from time to time. Make sure you confirm that your Provider is a Delta Dental of Arizona **Patient Direct Network Provider** before obtaining Services.

You must present your Delta Dental Patient Direct ID card to the Patient Direct Network Provider before Dental Services are rendered. Access to Additional Services will be described in Your Welcome Packet.

Delta Dental of Arizona does NOT pay Your Patient Direct Provider. You are obligated to pay your Patient Direct Provider **directly** at the time of Service. Failure to pay Your Provider may result in rescission of the discounted rate.

#### Dental Services

Most Dental Services are eligible for discounts under this Program. The specific Dental Services are available at [deltadentalaz.com/patientdirect](https://www.deltadentalaz.com/patientdirect) are incorporated by reference into this Agreement. The eligible Dental Services may be amended from time to time so make sure to check the most recent published Dental Services list on our website.

#### Additional Services

Your Welcome Packet and/or [deltadentalaz.com/patientdirect](https://www.deltadentalaz.com/patientdirect) includes a description of available additional value-added services and information regarding the amount of the discount, the provider network, the specific services available for discount, and how to obtain the services.

### **The Participant Fee**

To participate in the Patient Direct Program, You must pay an annual Participant Fee to Delta Dental of Arizona. The annual Participant Fee may be paid by check, or electronically, either by electronic withdrawal from Your bank account or by automatic charge to Your credit card or debit card as so authorized. Delta Dental reserves the right to increase the Participant Fee at renewal by providing 30 days prior written notice to You.

### **The Term**

Your Participant Agreement is for a Term of twelve months commencing on the first of the month following the date Your payment is received (“Enrollment Date”). Delta Dental reserves the right to cancel this Participant Agreement as provided in the Additional Terms and Conditions.

### **Your Right to Cancel**

You may cancel the Patient Direct Program within the **first three (3) days following the date You signed this Agreement** and receive a full refund of any fees paid to Delta Dental. See the Notice to Participant below.

You may cancel the Patient Direct Program Participant Agreement for any reason and at any time by contacting Delta Dental of Arizona. If you call us, we will ask that You confirm Your cancellation in writing. Your cancellation will be effective and You may continue to receive Services through the last day of the month You submit Your written cancellation (“Cancellation Date”). You will be refunded in an amount equal to one-twelfth of Your annual Participant Fee for each month remaining in your Term following the Cancellation Date.

### **Complaints**

You may file complaints regarding matters related to the contractual obligations of the Patient Direct Program. Any complaint should be directed to the address and phone number first set forth above.

## **PATIENT DIRECT PROGRAM – ADDITIONAL TERMS AND CONDITIONS**

### **A. PARTICIPANT REPRESENTATIONS AND ACKNOWLEDGMENTS**

You have read this Participant Agreement carefully and are aware and acknowledge the following:

1. The Patient Direct Program is not insurance and it does NOT reduce deductibles, co-payments or other out-of-pocket expenses for Services that are covered by insurance.
2. Patient Direct Discounts are not applicable in conjunction with any third-party payment or federal or state insurance program.
3. The Patient Direct Program is only for Your personal benefit and the enrolled members of Your household, if any.
4. The Delta Dental of Arizona Patient Direct Network is a separate network of Providers, and may not include Your provider who may be in a different Delta Dental network. You must obtain Dental Services from a Patient Direct Network Provider in order to be eligible for the discounted rate.
5. You are responsible for paying the Patient Direct Network Providers for Services rendered at time of Service unless otherwise agreed upon by You and the Provider.

6. Delta Dental does not recommend or endorse any particular Patient Direct Provider listed in the network. The Patient Direct Providers are independent of Delta Dental. You are solely responsible for selecting a Patient Direct Provider and, in the event You are dissatisfied with any Dental Services or Additional Services, You will look solely to the Provider, seller, merchant, vendor or manufacturer for any satisfaction of any claim. You are advised that any Service included in the Patient Direct Program is subject to availability and may be changed or discontinued from the Patient Direct Program at any time without notice to You.
7. Delta Dental reserves the right to cancel Your Patient Direct Program Participant Agreement at any time with or without reason during the Term by providing 30 days' prior notice. In such case, Your Participant Agreement and access to Patient Direct Services will terminate on the last day of the month following your 30-day notice ("Termination Date"). If Delta Dental cancels Your Participant Agreement, Delta Dental will refund You in an amount equal to one-twelfth of Your annual Participant Fee for each month remaining in your Term following the Termination Date.
8. Delta Dental does not warrant, represent, or guarantee that there is or will be a Patient Direct Provider available or willing to provide any of the Services to You. Neither this Patient Direct Program, Delta Dental, its affiliates, nor any network accessed shall be liable for any payment to a Patient Direct Provider accessed under the Patient Direct Program. For purposes of Services performed in connection with the Patient Direct Program, neither Delta Dental, its affiliates, nor any network accessed is an insurer, guarantor or underwriter of the responsibility or liability of You or for Your enrolled household members medical care or any other goods or services.
9. The Patient Direct Program is not a "prepaid dental plan" within the meaning of ARS § 20-1001. Delta Dental and the Patient Direct Providers will not pay or make reimbursement for any remaining portion of such Services on a prepaid basis through insurance or otherwise. The Delta Dental Plan merely provides You with access to Services at a discounted rate.

#### **B. GENERAL RELEASE**

You, for yourself, and on behalf of any enrolled member of Your household who uses the Services under the Patient Direct Program hereby forever releases, acquits and discharges each of Delta Dental and its employees, officers, directors, agents and affiliates from any and all liabilities, claims, demands, actions, and causes of action that may have by reason of any damage or personal injury sustained as a result of or during the course any Service. The sole recourse available to You and the enrolled members of Your household against Delta Dental will be cancellation of the Patient Direct Program Participant Agreement.

#### **C. GENERAL PROVISIONS**

1. **Assignment of Rights and Delegation of Duties.** This Participant Agreement may not be assigned by You without the prior written consent of Delta Dental, which consent may be withheld or granted in Delta Dental's sole discretion. Delta Dental retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly-owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
2. **Choice of Law and Venue.** This Participant Agreement shall be governed by and construed under the laws of the State of Arizona, without reference to any conflicts of law provisions. Each party submits to the exclusive jurisdiction of the courts of the State of Arizona or United States District Court for the District of Arizona in any legal proceeding arising out of or relating to this Participant Agreement and agrees to venue in Maricopa County, Arizona.

3. **Third Party Beneficiaries.** Nothing in this Participant Agreement shall be considered or construed as conferring any right or benefit on a person or entity not party to this Participant Agreement.
4. Any notices pertaining to this Participant Agreement shall be given in writing and shall be deemed duly given upon receipt, when personally delivered or sent by facsimile to a party or a party's authorized representative, or three (3) days after deposited in U.S. mail, postage prepaid. All notices to You shall be to Your contact information provided upon enrollment or renewal. All notices to Delta Dental shall be as follows:

Delta Dental of Arizona  
5656 W. Talavi Blvd.  
Glendale, AZ 85306  
Attn: Patient Direct Program Manager  
Phone Number: 602.938.3131

5. **Waiver.** Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Participant Agreement may be waived by either party except by a writing signed by an authorized representative of the party making the waiver.
6. **Written Modification.** Delta Dental may, in its sole discretion, amend this Participant Agreement from time to time by giving You thirty days' advance written notice of the Amendment. The Amendment shall become effective upon the expiration of thirty days from its receipt unless You submit a notice of termination of the Participant Agreement prior to the expiration of the thirty-day period. This provision does not apply to changes in the Dental Services and Additional Services which may be amended from time to time without prior notice.

#### **D. REQUIRED NOTICE TO PARTICIPANT**

1. **Do not sign this Participant Agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank.**
2. **You are entitled to a copy of this Participant Agreement at the time of signing.**
3. **You may cancel this Participant Agreement any time prior to midnight of the third business day after the date of execution. See the form notice of cancellation attached hereto as Addendum 1 for an explanation of this right.**

**Addendum 1**

**Notice of Cancellation**

You may cancel this transaction within three business days from your Enrollment Date.

If You cancel, any payments made by You to Delta Dental of Arizona under the Participant Agreement in excess of twenty-five dollars, shall be refunded within fifteen business days following receipt by Delta Dental of Your cancellation notice. To the extent applicable, any negotiable instrument executed by You will be returned within fifteen business days following receipt by Delta Dental of Your cancellation notice and any security interest arising out of the transaction will be cancelled.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Delta Dental of Arizona, P.O. Box 1950, Indianapolis, IN 46206 not later than midnight of the third day following your Enrollment Date. I hereby cancel this transaction.

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Date

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Participant Signature