

NEW DENTAL CHOICE PLAN

Group Membership Agreement

This agreement is effective on _____, _____ by and between NEW DENTAL CHOICE (the "Plan") a program of First Dental Health, Inc. a California corporation and _____ ("Group"), with reference to the following facts:

- A. The Plan has established a network of dental providers who have agreed to provide discounts for dental care services to Members of the Plan;
- B. Group desires to contract with the Plan to make these discounts for dental care services available to its members; and
- C. The Parties desire to enter into this Agreement in order to set forth the terms and conditions pursuant to which the Plan will make the discounts for dental care services available to Group's Employees or Members.
- D. The Parties agree that the exchange of valuable consideration for this Agreement shall consist of Group's granting access to Plan to enroll its employees or members and Plan's providing Group's employees or members the opportunity to receive discounts on the fees for dental care services.

The following terms and conditions of this Group Membership Agreement (the "Agreement") govern *New Dental Choice*, offered by First Dental Health, ("FDH") and the services available thereunder. FDH and Group agree that the Subscribers and their eligible dependents are covered under and subject to all of the provisions, definitions, limitations and conditions of this Agreement and of the companion Description of Services and Disclosure Form. The Plan's address from which it conducts its business is 7220 Trade Street, Suite 350, San Diego, California 92121. All Groups subscribing to the Plan should read the terms of this Agreement carefully and communicate any questions that may arise to a Plan representative available by telephone Monday-Friday 8 am to 5pm PST at 1-888-NDC-ENROLL (1-888-632-3676)

THIS IS NOT AN INSURANCE POLICY.

1. Definitions.

Act means the Knox-Keene Health Care Service Plan Act of 1975, as amended. Plan is subject to the Act.

Dental Care Services means those dental care services eligible for discounted fees under this Agreement.

Department means the California Department of Managed Health Care.

Description of Services refers to a companion document to this Agreement, which is issued to a Subscriber or Enrollee setting forth the Services to which the Subscriber or Enrollee is entitled and the conditions and procedures for obtaining discounted Dental Care Services.

Discount Dental Fee Plan means an entity that, in exchange for fees, dues, charges or other considerations, provides access to its members to providers of dental care services and the right to receive discounts on dental care services from those providers. Such a Plan contracts with providers, provider networks or other Discount Fee Plan organizations to offer discounted fees for dental care services and other healthcare services and determines the membership charge to Discount Dental Fee Plan members.

Eligible Dependents means the lawful spouse of the Subscriber (unless legally separated), a dependent parent (provided proof of dependency is furnished to the Plan by the Subscriber at the time of enrollment), or the unmarried children (including step-children, adopted and foster children who are dependent on the Subscriber for support and maintenance) of the Subscriber, from and after birth, until their 19th birthday (or 24th if a full-time student). At attainment of age nineteen (19), coverage as a dependent shall be extended if the child is and continues to be both (1) incapable of self-sustaining employment by reason of diminished mental capacity or physical handicap and (2) chiefly dependent upon the Subscriber for support and maintenance provided proof of such incapacity and dependency is furnished to the Plan by the Subscriber within thirty-one (31) days of the Plan's request for such proof.

Enrollee means a person who is enrolled in the Plan.

Group means the party hereto identified above.

Group Plan Contract means a contract between the Plan and a group contracting on behalf of its employees and members and eligible dependents pursuant to which access to discounted dental fees offered by Participating Providers are provided, under specified terms; this Agreement is such a Group Plan Contract.

Member means any eligible Subscriber and his or her Eligible Dependent(s) for whom the appropriate Membership Fee has been paid.

Membership Fee means those amounts payable for or on behalf of enrolled Subscribers, monthly or annually as referenced below in Paragraph 7 in consideration for the discounts provided.

Non-Participating Provider means general dentists or specialist dentists who are not contracted with the Plan.

Participating Provider means general dentists or specialist dentists who are contracted with the Plan to provide discounts for Dental Care Services to eligible Members.

Plan means New Dental Choice, a program of First Dental Health, Inc.

Service Area means a geographical area designated by Plan within which it provides access to discounted dental fees. The Service Areas are described in Attachment "B" to this Agreement. Services are not available outside the Service Areas.

Services mean the discounted fees for Dental Care Services from Participating Providers available to Members as determined by the Plan.

Services in Progress means Dental Care Services provided by a Participating Provider requiring more than one (1) day to complete, or of such a nature that a Member would not reasonably contract to have the first of the services without assurance that each of the later services would be performed in sequence according to the agreed-upon schedule or on dates reasonably close to the scheduled dates, and the first of which Dental Care Services have been performed on or before the date on which Plan Membership terminates. "Services in Progress" do not include dental care services, whether directly or indirectly related thereto, begun before the effective date of member's Plan membership.

Subscriber means an employee or member of Group who has elected to enroll himself or herself, or himself or herself and eligible dependents in the Plan.

2. Relationship Among The Plan, Providers and Group.

The Plan will deliver to Group a current list of Participating Providers, which shall be updated from time to time by the Plan. Such Participating Providers have agreed to provide Services to eligible Members under the terms and conditions of and for the payment amounts set forth in their Provider Agreements. Plan and each Participating Provider shall be, and at all times are, independent entities, and neither party shall consider itself or act as the agent of the other party. No relationship of employer and employee, or of partners or of joint ventures is created by this Agreement or the Provider Agreements. Nothing in this Agreement shall create any rights or remedies in any third party. Neither Group, the Plan, Participating Providers nor any of their respective agents or employees, shall be liable to third parties for any act or omission of any other party or the party's agents or employees, or members.

3. Description of The Plan.

The Plan is a Discount Dental Fee Plan. Each Plan Member is entitled to receive discounts on specified Dental Care Services from a Participating Provider. Members are entitled to receive predetermined discounts for certain listed Dental Care Services from Participating Providers and to receive a 15% discount off the Participating Provider's normal retail prices for all other unlisted Dental Care Services. The vast majority of dental fees are contracted for at levels significantly reduced from the dentist's usual fees. Fees for unlisted Dental Care Services are contracted for at a 15% discount off of the participating Providers usual and customary fee for such Services. Fees for discounted Dental Care Services vary by region. The access of all Members shall remain at all times equal. The Plan reviews the terms and conditions regarding Services, Dental Care Services eligible for discounts, and the discounted fees on an annual basis and each is subject to change, modification, or substitution by Plan each year on January 1. Plan will deliver to the Group Contract-holder a notice in writing at least 30 days prior to implementing any such changes. The Plan will also deliver to the Group Contract-holder a notice in writing indicating any changes in premium rates, discount fees or services at least 30 days prior to the contract renewal effective date.

Group agrees to distribute to Subscribers a copy of the Plan Description of Services. If a Member wishes to confirm whether a Plan discount is available for a particular Dental Care Service, or wishes to confirm the current fee for a particular Service, he/she should telephone a Plan representative at the toll-free number 1-888-NDC-ENROLL (1-888-632-3676) also located on the Member I.D. card, or go to the Plan's website at www.NewDentalChoice.com.

Plan may at some future time offer discount fee programs for other, non-dental care services, such as vision and prescription drugs. If Plan decides to offer such other discount fee programs, it will do so by means of a supplementary rider to this Agreement. Group will be notified of the opportunity and procedures to subscribe to such other discount fee plan.

4. Discounted Fees:

The Dental Care Services listed in Attachment "A" comprise a partial list of over 330 procedures discounted to fixed fees which represent the vast majority of dental care services typically required by patients. All fees for procedures listed herein are the maximum fee for which a Member shall be responsible. In the event a Participating Provider's usual and customary fees are lower than the Plan's discounted fees, the Member shall only be liable for the lower of the two fees.

5. Other Charges:

The vast majority of dental fees are contracted for at levels significantly reduced from the dentist's usual fees. Fees for unlisted Dental Care Services are contracted for at a 15% discount off of the participating Providers usual and customary fee for such Services.

6. Principal Exclusions and Limitations:

Dental Care Services must be received from a Participating Provider. Dental Care Services and expenses incurred in connection with any dental procedures started prior to the Member's effective date under this Agreement or after termination of the Member's Membership are excluded. (Examples: teeth prepared for crowns, root canal treatment in progress, and orthodontic treatment in progress.)

7. Membership Fees:

Membership Fees applicable to this Agreement, including monthly and annual Membership Fees for Individuals and for Families, are contained in Attachment "C" to this Agreement, which Attachment is incorporated herein by this reference.

There are two procedures by which Membership Fees may be paid by Group to Plan. By initialing in the appropriate box Group's choice of mechanisms, Group hereby agrees to one of the following:

A. Group Pays Fee: Group will pay the appropriate Membership Fees for its employees or members who choose to join the Plan, and for their Eligible Dependents if a family membership is requested.

B. Subscriber Pays Fee Through Group: Group will deduct the appropriate Membership Fees from the compensation paid to its employees or members who choose to subscribe to the Plan, or through another hold-back or collection mechanism internal to Group.

Whichever above mechanism is selected, Group agrees to remit such Membership Fees to Plan pursuant to the provisions of Paragraph 17 below.

8. Effective Date of Membership:

All members of Group who have submitted the required enrollment information to the Plan and for whom Group has remitted to Plan the appropriate Membership Fees shall be eligible for Services upon receipt of their Member I.D. card. Renewal dates for Group Members enrolling will begin on the first day of the month following payment (for example, annual payments received December 10 entitle the Member to coverage upon receipt of their Member I.D. card through December 31 of the following year).

9. Continuance of Plan Participation:

Subscriber and all eligible dependents may continue in the Plan independently of this Agreement by changing their enrollment and paying directly to the Plan the same Membership Fees that are applicable under this Group Agreement, within 30 days of loss of membership through Group. After one year of membership at such Group-based fee level, Subscriber will be required to pay Plan's then-applicable Individual/Family Membership Fee in order to retain his/her membership. This "conversion" opportunity will also pertain to Subscribers whose membership terms survive the termination of this Agreement.

10. Identification of Member:

The Plan issues each Subscriber two (2) I.D. cards, one to be presented at the time Dental Care Services are obtained from a Participating Provider. The Member must pay the Participating Provider at the time that Dental Care Services are received unless otherwise agreed upon between Participating Provider and Member. Neither the Member nor Provider are required to file any claims.

11. Choice of Dentists and Providers; Impact Upon Member's Liability for Payment:

a) Each Member must use a Participating Provider in order to receive Services. The Plan does not assign Members to Participating Providers and Member is free to select and receive Dental Care Services from any Participating Provider. Participating Providers for Member's geographic area may be located using the Plan's website or by telephoning the Plan at the number on page 1 of this Agreement. The Plan maintains an extensive network of general dentists and specialists. In most geographic areas there are specialist dentists in reasonable proximity to where Members reside. In some more rural areas, however, some specialties may not be available. Should the need arise, Members should call the Plan or consult the Plan's website to determine where a particular specialty may be found in the Member's area.

b) The Plan does not require any notification from the Member if Member wants to change from one Participating Provider to a different Participating Provider. These rules of selection and freedom to change Participating Providers apply both to general dentists and to specialists. Member shall be solely responsible for any charges for any dental treatment received from a Non-Participating Provider under any circumstances or for any reason.

c) Unless the Member or the Plan requests otherwise, a Participating Provider withdrawing or being terminated from the Plan is obligated to provide, following the date of his or her termination from the Plan, Dental Care Services to a Member in the course of commenced but uncompleted treatment by the Provider on the date of such withdrawal or termination from the Plan at the discounted fees to which the Member is entitled under this Agreement until the course of treatment has been completed.

d) Should the Plan cease to be in business, the Participating Provider is obligated to continue to provide Dental Care Services to Members at the discounted fees to which the Member is entitled under this Agreement until the Member's paid annual membership terminates.

e) The Plan will post on its website (www.NewDentalChoice.com) the names of Participating Providers who (1) have given notice to Plan

that they intend to withdraw from the Plan's provider network; (2) are being terminated from the Plan; or (3) become unable to perform as a Participating Provider. This notice under normal circumstances will be posted no less than sixty (60) days before the Provider will cease to be a Provider in the Plan, although in instances where the Provider is being terminated for reasons of cause or otherwise becomes unable to perform as a Provider, the website notice may be posted in fewer days. Therefore, Members are encouraged to consult the Plan's website to determine the status of a particular Participating Provider, or they may call the Plan's toll-free number and speak with a Member Services Representative (1-888-632-3676).

12. Liability of Subscriber and Member for Payment:

The Plan is not liable for any Member costs incurred at Participating Providers or Non-Participating Providers. Should for any reason the Plan come to owe to a Participating Provider any sum, the Member shall not be responsible or liable to the Provider for any portion of such sums.

13. Emergency Services:

The Plan need not be notified in the event of an emergency. A Member requiring emergency Dental Care Service may receive Services from any Participating Provider by showing a valid Member I.D. card. The Plan does not provide for discounted fees from Non-Participating Providers. The plan is not liable for any Member costs incurred at Non-Participating Providers.

14. Membership Eligibility and Adding Dependents:

Upon receipt of The Plan Member I.D. card, a Member and any Eligible Dependents shall be equally entitled to all discounts for the term for which the Subscriber has paid or Group has paid on Subscriber's behalf. Subscriber may add additional Eligible Dependents by notifying the Group, and the Group will pay any relevant prorated monies for the remainder of Subscriber's eligibility term. A Subscriber may include or add as a dependent a domestic partner provided the domestic partnership has been registered with the Office of the California Secretary of State.

15. Term and Termination of Group Agreement:

The Term of this Agreement shall be for a period of one (1) year commencing as of _____, _____. Thereafter the Term of this Agreement shall automatically renew for successive one (1) year periods unless terminated by either party by written notice to the other party at least ninety (90) days prior to termination. Either party shall have the right to terminate this Agreement forthwith upon written notice to the other party due to the cessation of the other party's business or the bankruptcy, judicial administration, arrangement by or for the benefit of creditors, or dissolution of the other party, or for non-payment.

16. Cancellation and non-renewal:

(a) Group Agreement: This Agreement may be cancelled or not renewed by the Plan for the following reasons:

- (1) Upon the date of expiration of this Agreement, if not renewed.
- (2) The Membership Fees are due, pursuant to Paragraph 7 hereof, on the 15th day of each month for Subscriber eligibility during the following month and is delinquent if not paid on the due date. If the Membership Fees are delinquent, Plan may give written notice to the Group that such Membership Fees are past due. Fifteen (15) days after the delinquency date, if the Membership Fees have not been paid, the Plan may, at its option, terminate this Agreement by giving written notice of termination to the Group and to the eligible Subscribers of the Group. Said termination becomes effective on the 15th day following receipt of postage paid mailing to the Group and such Subscribers.
- (3) Fraud or deception in the use of a Membership or knowingly permitting such fraud or deception;
- (4) If at any time we determine that the Group intentionally gave us incomplete or incorrect material information and our decision to enter this Group Membership Agreement was based, in whole or in part, on that misinformation, we may cancel this Group Membership Agreement.

Cancellation of the Group Membership Agreement pursuant to subsections 16(a) (3) and (4) above will be effective upon the date of mailing the notice of cancellation. Covered Services in Progress will continue until the Services are completed.

(b) Subscriber Subscription:

- (1) A Subscription may be cancelled or not renewed by the Plan for the following reasons:
 - (A) On the date of expiration of this Group Agreement, if not renewed.
 - (B) If at any time we determine that a Subscriber Member intentionally gave us incomplete or incorrect material information and our decision to accept that Member's enrollment was based, in whole or part, on that misinformation, we may cancel that Member's membership. Cancellation of membership will be effective upon the date of mailing the notice of cancellation.
 - (C) Fraud or deception in the use of a Membership or knowingly permitting such fraud or deception. Cancellation of membership will be effective upon the date of mailing the notice of cancellation.
 - (D) If after giving written notice to Group, consistent with the procedures described above in Paragraph 16(a)(2), Plan fails to

receive Subscriber's scheduled Membership Fee, effective on the day described therein.

(E) If a Participating Dentist is unable, after reasonable effort, to establish and maintain a satisfactory dentist-patient relationship with a Subscriber Member, and Subscriber Member declines to seek desired dental services from another Participating Provider. Notice of such termination must be in writing by the Plan and eligibility shall cease fifteen (15) days after receipt of postage-paid mailing of such notice. Following termination, the Plan will refund any Membership Fee received by it on behalf of such Subscriber Member during the period of one (1) month prior to such termination.

(F) Upon a Dependent's no longer living with and financially dependent upon the Subscriber, as determined by the Internal Revenue Service. Cancellation of Dependent's membership will be effective on the last day of the month for which a prepayment fee was made on behalf of the Dependent.

(G) On the last day of the month for which a prepayment fee was made by or on behalf of a Subscriber Member who is no longer eligible for benefits.

(H) If eligibility lapses while a Subscriber or dependent Member is undergoing treatment for an ongoing condition, the Member shall have a thirty (30) day grace period for full reinstatement of eligibility without a lapse in coverage.

(I) In the event the proper Membership Fee amount is paid after cancellation of the Subscriber, the Plan shall reinstate the Subscriber without requiring a new application unless the Plan shall, within twenty (20) business days: 1) refund the payment made or 2) issue to the Subscriber a new enrollment form.

Cancellation of membership will be effective upon the date of mailing the notice of cancellation. Covered Services in Progress will continue until the Services are completed. (2) If for any reason a Subscriber is not satisfied with the Plan and wishes to terminate his/her membership, the Subscriber may cancel the Membership by:

(A) Giving a thirty-day written notice to the Plan requesting a voluntary cancellation effective on the 30th day of such notice. In the event of cancellation, Plan shall return to Group a pro-rata portion of the Membership Fee paid with the pro-rata portion return computed from the end of the thirty (30)-day notice of cancellation period. Administrative fees are non-refundable. Subscriber must also return his/her Member I.D. Card to Plan; or

(B) Notifying the Plan through Group in writing or by e-mail communication at members@newdentalchoice.com, under the same timing and refund provisions. Subscriber must also return his/her Member I.D. Card to Plan.

The Group Contract-holder shall mail a copy of any notice of cancellation or non-renewal of the Group Agreement to group members and shall promptly provide proof of the mailing to the Plan. Membership in the Plan shall terminate at midnight on the effective date identified in the noticed cancellation. Any cancellation of Membership in the Plan will not affect the completion of any Services in Progress.

(c) Review of Cancellation or Non-renewal. A Subscriber who believes that his or her membership has been cancelled or non-renewed because of his or her dental health status or requirements for dental care services may request that such action be reviewed by the Director of the Department of Managed Health Care by contacting the Department at the telephone number stated in Paragraph 18 below.

17. Group Membership Payment/Billing:

Group authorizes Plan to bill and receive payment for Group's enrolled Memberships on a monthly basis. Billings shall represent the aggregated sum of the owing Membership Fees for enrolled Subscribers. Payments are due to the Plan by the 15th of each month. Plan reserves the right to increase the Membership Fee for a future Membership Term, in which case Group will be notified 30 days prior to the effective date of the increase, and the increased Membership Fee will be effective upon renewal of the Plan membership. Plan will transmit to Group its required administrative procedures for billings and enrollment adjustments.

18. Grievance Procedure/Arbitration:

If a Member has a grievance with the Plan or a Participating Provider concerning Provider accessibility or discounted fees under this contract, the Member may initially submit an oral grievance by calling the Plan's Member Services Department at 1-888-NDC ENROLL (1-888-632-3676). Plan will permit grievances which are filed within 180 days of the occurrence or incident that is the subject of the grievance. Member may also submit a completed written grievance form (available by calling the Member Services number, online at www.newdentalchoice.com, or from their Dentist's office) or a detailed grievance summary of Member's grievance to: First Dental Health, c/o Membership Services Department, P.O. Box 919029 San Diego, CA 92191. The Chief Operating Officer of Plan shall have primary responsibility for overseeing the operation of Plan's grievance procedures. All grievances will be addressed within 48 business hours of receipt. The Plan shall not discriminate against any Member because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, genetic characteristics, mental, or physical abilities when filing a grievance. Furthermore, the Plan will not discriminate against any member who has engaged the grievance procedure at any level, for any reason.

The California Department of Managed Health Care is responsible for regulating discounted fee plans. If a Member has a grievance against your discounted fee plan, Member should first telephone Plan at 1-888-NDC-ENROLL (1-888-632-3676) and use Plan's grievance process before contacting the Department. Utilizing this grievance procedure does not negate any potential legal rights or remedies that may be available to Member. If Member needs help with a grievance that has not been satisfactorily resolved by the Plan, or with a grievance that has remained unresolved for more than 30 days, Member may call the Department for assistance. The Department has a toll-free number (1-888-466-2219) and a TDD line (1-877-688-9891) for the hearing- and speech-impaired. The Department's Internet Web site (<http://www.hmohelp.ca.gov>) has complaint forms and instructions online.

Arbitration: Each and every disagreement, dispute or controversy which remains unresolved concerning Provider accessibility or

discounted fees under this contract after exhausting Plan's complaint procedures, arising between a member or the heir-at-law or personal representative of such person, as the case may be, and Plan, its employees, officers or directors, or Participating Provider or Members, partners, agents, or employees, may be voluntarily submitted to arbitration in accordance with the rules and regulations of the American Arbitration Association. Arbitration shall be initiated by written notice to the President of First Dental Health, Inc., P.O. Box 919029, San Diego, California 92191. This notice shall include a detailed description of the matter to be arbitrated.

19. Public Policy Committee:

The Plan encourages participation by Members in the Plan's Public Policy Committee. The Public Policy Committee meets quarterly and Plan appoints selected Members to serve for a period of two (2) years. The Public Policy Committee establishes Public Policy issues with the Plan, evaluates Plan performance as it relates to membership and reviews Plan materials. Interested Members are requested to contact the Plan's administrative office for further information.

20. Group Representations and Acknowledgements:

Group makes the following representations and acknowledgements:

- a) Group has read this Agreement carefully, understands the Plan, and understands the various billing methods for payment of the Membership Fees.
- b) Unless Group or Subscribers cancel the Agreement in accordance with Paragraph 16 of this Agreement, the Plan memberships will be automatically renewed on the last day of the Group's Membership Term, and payment of the Membership Fees for the new Membership Term will be billed to the Group, in accordance with the payment schedules established for the respective Subscribers.
- c) Memberships in the Plan and Services thereunder are not assignable without the express written consent of the Plan. Group agrees that Members will use their Plan memberships only for their personal benefit or for the benefit of their Eligible Dependents. A Member's violation of this paragraph will result in immediate termination of the Member's Plan membership.
- d) Group understands that Member is responsible for paying Participating Provider for Services rendered at time of Service unless otherwise agreed upon by Member and Participating Provider.

21. Disclaimer or Warranties:

The Plan is not a merchant, manufacturer, or a direct provider of the discounted Dental Care Services available to Members. In the event any product or Dental Care Service purchased by a Member is cancelled, modified, defective, or otherwise unsatisfactory to the Member, the Member will look solely to the Provider, seller, merchant, or manufacturer of the product or Service for any repair, exchange, refund, or satisfaction of claim.

22. Discrimination:

The Plan shall not discriminate against any Member because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, genetic characteristics, mental, or physical abilities.

23. General Release:

The Group, and also on behalf of its Members and any Eligible Dependents who use the Services under the Plan Membership hereby forever releases, acquits and discharges each of FDH, its employees or agents from any and all liabilities, claims, demands, actions, and cause of action that such Member may have by reason of any monetary damage or personal injury sustained as a result of, or during the cause of the use of any and all Services under the Plan. The sole recourse available to a Group against Plan shall be cancellation of the Plan Membership as provided in paragraph 16.

24. Notices:

Any and all notices, consents, approvals, requests, and other written communications given or required under the terms of this Agreement shall be deemed to have been duly given and served when sent by first class mail, postage-prepaid and addressed to the Member, at the address shown on the Member I.D. Card, or to Plan at: New Dental Choice, P.O. Box 919029, San Diego, CA 92191.

25. Entire Agreement:

This Agreement sets forth the entire agreement and understanding of the parties with regard to membership in the Plan. No representations, inducements, promises or agreements, or otherwise, shall be of any force or effect. The validity or unenforceability of any term of this Agreement shall in no way affect the validity or enforceability of any other terms or provisions or this Agreement.

26. Binding Effect:

This Agreement shall be binding upon and inure to the benefit of the parties as well as their respective successors and permitted assigns.

27. Governing Law:

This Agreement shall be governed and construed in accordance with the laws of the State of California.

28. Headings:

The headings or captions provided throughout this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of this Agreement.

29. Amendment:

This agreement may be amended only in writing executed by the parties.

30. Waiver of Breach:

Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

31. Successors:

Subject to the prohibitions of assignment hereunder, this Agreement shall be binding upon the successors, assigns and personal representatives of the parties hereto.

32. Severability:

In the event any provision of this Agreement or the performance thereof is rendered unlawful, invalid or unenforceable by the enactment of any applicable statute, ordinance or regulation, or is so deemed by any court of competent jurisdiction or governmental agency with jurisdiction over this Agreement or either party, the parties shall meet and confer in good faith in order to amend this Agreement to eliminate or reform the unlawful, invalid or unenforceable provision in a manner which preserves the essential business purpose hereof; provided, however, if the effect of any such amendment would be to impose an unreasonable financial burden on either one of the parties, the party so affected may terminate this Agreement upon written notice. In the event of termination, the Plan shall be compensated for all services rendered prior to termination.

In witness whereof, the parties have executed this Group Agreement effective as of this date written above

PLAN:

By:
Its:

GROUP:

By:
Its:

ATTACHMENT "A"

NEW DENTAL CHOICE PROGRAM 2010 DISCOUNTED FEE SCHEDULE

The Dental Care Services listed in this Attachment "A" comprises a partial list of procedures discounted to fixed fees which represent the vast majority of the dental care services typically required by patients. These discounted fees are keyed to the Region of the address of the Subscriber's Plan subscription, which Regions are detailed in Attachment "B" (following), and are applicable only within that Region. If a Member desires to ascertain the Plan's scheduled discounted fees in another Region, he or she should contact the Plan, as immediately below.

If a specific dental care service is not listed and a Member either has received or has been told that he or she needs such services, to ascertain the scheduled discount for such services the Member may either (1) contact the Plan directly by telephone at 1-888-NDC-ENROLL (1-888-632-3676); (2) consult Plan's website, where all Services are listed; or (3) ask the Participating Provider to disclose a complete list of Dental Care Services discounted under the Plan.

The following is a partial list of the California Region Two New Dental Choice Service Fees your membership entitles you to receive when visiting a participating Dentist. Please discuss all fees with your Dentist prior to beginning treatment.

Diagnostic Procedures

ADA Code	Procedures	Dentist Fee
D0120	Periodic oral evaluation	\$17.00
D0140	Limited oral evaluation - problem focused	\$29.00
D0150	Comprehensive oral evaluation - new or established patient	\$36.00
D0210	Intraoral complete series (including bitewings)	\$68.00
D0220	Intraoral radiograph - periapical first film	\$18.00
D0230	Intraoral radiograph - periapical each additional film	\$9.00
D0240	Intraoral radiograph - occlusal film	\$17.00
D0270	Bitewing radiograph - single film	\$14.00
D0272	Bitewings radiograph - two films	\$24.00
D0274	Bitewings radiograph - four films	\$30.00
D0330	Radiograph - panoramic film	\$43.00
D0460	Pulp vitality tests	\$22.00
D0470	Diagnostic casts or study models	\$46.00

Preventive Procedures

ADA Code	Procedures	Dentist Fee
D1110	Prophylaxis - adult	\$67.00
D1120	Prophylaxis - child - under age 16	\$40.00
D1203	Topical application of fluoride - child (prophylaxis not included) under age 16	\$23.00
D1351	Sealant - per tooth - under age 16 on permanent molars only	\$26.00
D1510	Space maintainer - fixed - unilateral	\$128.00
D1515	Space maintainer - fixed - bilateral	\$162.00
D1520	Space maintainer - removable - unilateral	\$129.00

Restorative Procedures

ADA Code	Procedures	Dentist Fee
D2140	Amalgam - one surface - primary or permanent	\$65.00
D2150	Amalgam - two surfaces - primary or permanent	\$86.00
D2160	Amalgam - three surfaces - primary or permanent	\$107.00
D2330	Resin-based composite - one surface - anterior	\$92.00
D2331	Resin-based composite - two surfaces - anterior	\$109.00
D2332	Resin-based composite - three surfaces - anterior	\$145.00

Restorative Procedures

ADA Code	Procedures	Dentist Fee
D2390	Resin-based composite crown - anterior	\$162.00
D2391	Resin-based composite - one surface - posterior	\$92.00
D2392	Resin-based composite - two surfaces - posterior	\$132.00
D2393	Resin-based composite - three surfaces - posterior	\$163.00
D2394	Resin-based composite - four or more surfaces - posterior	\$190.00
D2710	Crown - resin based composite (indirect)	\$467.00
D2740	Crown - porcelain/ceramic substrate	\$688.00
D2750	Crown - porcelain fused to high noble metal	\$727.00
D2751	Crown - porcelain fused to predominantly base metal	\$596.00
D2752	Crown - porcelain fused to noble metal	\$634.00
D2790	Crown - full cast high noble metal	\$681.00
D2920	Recement crown	\$37.00
D2930	Prefabricated stainless steel crown - primary tooth	\$109.00
D2931	Prefabricated stainless steel crown - permanent tooth	\$119.00
D2940	Sedative filling	\$36.00
D2950	Core buildup - including pins	\$109.00
D2951	Pin retention - per tooth - in addition to restoration	\$29.00
D2952	Post and core in addition to crown, indirectly fabricated	\$169.00
D2954	Prefabricated post and core in addition to crown	\$115.00

Endodontics

ADA Code	Procedures	Dentist Fee
D3110	Pulp cap - direct	\$31.00
D3120	Pulp cap - indirect	\$27.00
D3220	Therapeutic pulpotomy	\$79.00
D3310	Root canal therapy - anterior - traditional	\$455.00
D3320	Root canal therapy - bicuspid - traditional	\$536.00
D3330	Root canal therapy - molar - traditional	\$805.00

Periodontics

* Fees applicable in Imperial, Riverside, San Bernardino and San Diego counties.

ADA Code	Procedures	Dentist Fee
D4210	Gingivectomy or gingivoplasty - 4 or more contiguous teeth or bounded teeth spaces per quadrant	\$235.00
D4211	Gingivectomy or gingivoplasty - one to three contiguous or bounded teeth spaces per quadrant	\$116.00
D4260	Osseous surgery - four or more contiguous teeth or bounded teeth spaces per quadrant	\$771.00
D4320	Provisional splinting - intracoronal - by report	\$155.00
D4321	Provisional splinting - extracoronal - by report	\$155.00
D4341	Periodontal scaling & root planing - four or more teeth - per quadrant	\$132.00
D4910	Periodontal maintenance procedures following active therapy	\$89.00

Prosthodontics (Removable)

ADA Code	Procedures	Dentist Fee
D5110	Complete maxillary denture	\$856.00
D5120	Complete mandibular denture	\$856.00
D5130	Immediate maxillary denture	\$900.00
D5140	Immediate mandibular denture	\$900.00
D5211	Maxillary partial denture - resin base	\$447.00
D5212	Mandibular partial denture - resin base	\$447.00
D5213	Maxillary partial denture - cast metal framework with resin denture base	\$974.00
D5214	Mandibular partial denture - cast metal framework with resin denture base	\$974.00
D5410	Adjust complete denture - maxillary	\$30.00
D5411	Adjust complete denture - mandibular	\$30.00
D5421	Adjust partial denture - maxillary	\$30.00
D5422	Adjust partial denture - mandibular	\$30.00
D5660	Add clasp to existing partial denture	\$114.00

Implant Services

ADA Code	Procedures	Dentist Fee
D6010	Surgical placement of implant body - endosteal implant	\$1545.00
D6069	Abutment supported retainer for porcelain fused to metal FPD (high noble metal)	\$980.00

Prosthodontics (Fixed)

ADA Code	Procedures	Dentist Fee
D6930	Recement fixed partial denture	\$59.00

Oral and Maxillofacial Surgery

ADA Code	Procedures	Dentist Fee
D7140	Extraction - erupted tooth or exposed root (elevation and/or forceps removal)	\$76.00
D7210	Surgical removal of erupted tooth	\$139.00
D7220	Removal of impacted tooth - soft tissue	\$183.00
D7230	Removal of impacted tooth - partially bony	\$259.00
D7240	Removal of impacted tooth - completely bony	\$332.00
D7241	Removal of impacted tooth - completely bony - with unusual surgical complications - by report	\$368.00
D7250	Surgical removal of residual tooth roots - cutting procedure	\$150.00
D7280	Surgical access of an erupted tooth	\$320.00
D7310	Alveoplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	\$135.00
D7320	Alveoplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	\$191.00
D7510	Incision and drainage of abscess - intraoral soft tissue	\$90.00

Orthodontics

ADA Code	Procedures	Dentist Fee
D8070	Comprehensive orthodontic treatment of the transitional dentition	\$3973.00
D8090	Comprehensive orthodontic treatment of the adult dentition	\$3973.00
D9110	Palliative emergency treatment of dental pain - minor procedure - by report	\$48.00
D9220	Deep sedation/general anesthesia - first 30 minutes	\$217.00
D9221	Deep sedation/general anesthesia - each additional 15 minutes	\$100.00
D9230	Analgesia, anxiolysis, inhalation of nitrous oxide - per visit	\$41.00
D9972	External bleaching - per arch	\$147.00
D9973	External bleaching - per tooth	\$56.00

Dentist shall charge members no more than 85% of Dentist's normal charge for procedures without a set fee. Please contact New Dental Choice for questions regarding other or current fees. Fees are subject to change without direct notice.

Payment for services received are due at the time treatment is performed. Discuss all fees with your Dentist prior to beginning treatment, and pay the Dentist directly.

NEW DENTAL CHOICE IS NOT INSURANCE. *It is a discount dental program offered by First Dental Health, Inc., a California corporation.*

EXCLUSIONS

The following services or treatments are excluded from New Dental Choice: ☒ dental care services in progress or provided before the effective date of the Member's enrollment in New Dental Choice

* Fees applicable in Imperial, Riverside, San Bernardino and San Diego counties.

ATTACHMENT “B”

DESCRIPTION OF SERVICE AREAS

- ❖ Region 1 = Participating dentists in the following counties: Los Angeles, Orange, and Ventura.
- ❖ Region 2 = Participating dentists in the following counties: San Diego, San Bernardino, Riverside and Imperial.
- ❖ Region 3 = Participating dentists in the following counties: Alameda, Contra Costa, Marin, Napa, San Benito, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solano
- ❖ Region 4 = Participating dentists in the following counties: Butte, El Dorado, Fresno, Kern, Kings, Madera, Mendocino, Merced, Monterey, Nevada, Placer, Sacramento, San Joaquin, Shasta, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Yolo.

ATTACHMENT “C”

MEMBERSHIP FEES

The following Membership Fees are applicable to this Individual/Family Agreement: monthly-paid Membership Fee for Individuals, \$6.50; Family, \$8.50; and a \$10.00 monthly billing fee.

Plan will give Subscribers 30 days' written notice of any Membership Fee increase or any decrease in the benefits of the Plan.

ATTACHMENT “D”

BENEFITS MATRIX

THIS MATRIX IS INTENDED TO BE USED TO HELP YOU COMPARE COVERAGE BENEFITS AND IS A SUMMARY ONLY. THE DESCRIPTION OF SERVICES AND PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

CATEGORY	CO-PAYMENTS	LIMITATION
Deductibles	None	None
Lifetime Maximums	None	None
Professional Services		
Diagnostic	See Attached Regional Fee Schedule	None
Endodontics	See Attached Regional Fee Schedule	Not if care in progress*
Implant Services	See Attached Regional Fee Schedule	Not if care in progress*
Oral Maxillofacial Surgery	See Attached Regional Fee Schedule	Not if care in progress*
Orthodontics	See Attached Regional Fee Schedule	Not if care in progress*
Periodontics	See Attached Regional Fee Schedule	Not if care in progress*
Preventive	See Attached Regional Fee Schedule	None
Prosthodontics	See Attached Regional Fee Schedule	Not if care in progress*
Restorative	See Attached Regional Fee Schedule	Not if care in progress*
Adjunctive General Services	See Attached Regional Fee Schedule	None
OutPatient Services	Not Applicable	Not Applicable
Hospitalization Services	Not Applicable	Not Applicable

* Dental care services in progress or provided before the effective date of the Member's enrollment in New Dental Choice are not covered benefits.