

PLAN 200

Principal Benefits and Coverages
Copayment Schedule

Services as performed and deemed necessary by your Golden West Network General Dentist for proper oral health are subject to the following copayments. Please contact the Plan at (800) 995-4124 for a referral to a participating specialist.

ADA CODE	DESCRIPTION OF PROCEDURE	MEMBER COPAYMENT	ADA CODE	DESCRIPTION OF PROCEDURE	MEMBER COPAYMENT
DIAGNOSTIC/PREVENTIVE			RESTORATIVE (continued)		
0120	Periodic Oral Exam	N/C	2940	Sedative filling	N/C
0140	Limited Oral Exam	N/C	2950	Core buildup (incl. pins & posts)	N/C
0150	Comprehensive Oral Exam	N/C	2951	Pin retention, per tooth	N/C
0460	Pulp vitality testing	N/C	CROWN AND BRIDGE		
RADIOGRAPHS			2751	Crown, porcelain with metal, anterior	170*
0210	Intraoral, complete series (not including orthodontic x-rays)	N/C	2751	Crown, porcelain with metal, posterior	350*
0220	Intraoral, first film, single	N/C	2791	Crown, full cast metal	135*
0230	Intraoral, each additional film	N/C	2810	Crown, 3/4 cast metal	135*
0240	Intraoral, occlusal film	N/C	2930	Prefabricated stainless steel crown, primary	35*
0270	Bitewing, single	N/C	2931	Prefabricated stainless steel crown, permanent	35*
0272	Bitewings, two	N/C	2952	Cast post and core in addition to crown	25
0274	Bitewings, four	N/C	2954	Prefabricated post and core in addition to crown	45
0330	Panoramic film	N/C	6211	Pontic, cast metal	135*
PREVENTIVE			6241	Pontic, porcelain with metal (anterior/posterior)	170*
1110	Prophylaxis, adult	N/C	6751	Crown, porcelain with metal (anterior/posterior)	170*
1120	Prophylaxis, child	N/C	6791	Crown, full cast metal	135*
1201	Topical application of fluoride (including prophy), child	5	6970	Cast post and core in addition to fixed partial denture retainer	45
1203	Topical application of fluoride (prophy not included), child	5	6971	Cast post as part of a fixed partial denture retainer	45
1204	Topical application of fluoride (prophy not included), adult	5	6972	Prefabricated post and core in addition to fixed partial denture retainer	25
1330	Oral hygiene instruction	N/C	6973	Core buildup for retainer including any pins	12
1351	Sealant, per tooth	10	*Subject to a six (6) month waiting period.		
SPACE MAINTAINERS			RECEMENTATION		
1510	Fixed unilateral	35	2910	Recement inlay	10
1515	Fixed bilateral	75	2920	Recement crown	10
1520	Removable unilateral	35	6930	Recement bridge	15
1525	Removable bilateral	85	ENDODONTICS		
1550	Recement space maintainer	8	3110	Pulp cap, direct	N/C
RESTORATIVE			3120	Pulp cap, indirect	N/C
2110	Amalgam, one surface, primary	6	3220	Therapeutic pulpotomy	10
2120	Amalgam, two surfaces, primary	11	3310	Root canal, anterior	80
2130	Amalgam, three surfaces, primary	13	3320	Root canal, bicuspid	140
2131	Amalgam, four or more surfaces, primary	19	3330	Root canal, molar	195
2140	Amalgam, one surface, permanent	8	3351	Apexification, initial visit	10
2150	Amalgam, two surfaces, permanent	13	3352	Apexification, interim visit	10
2160	Amalgam, three surfaces, permanent	21	3353	Apexification, final visit	10
2161	Amalgam, four or more surfaces, permanent	24	3410	Apicoectomy, anterior	115
2330	Resin restoration, one surface, anterior	18	3421	Apicoectomy, bicuspid (first root)	115
2331	Resin restoration, two surfaces, anterior	24	3425	Apicoectomy, molar (first root)	115
2332	Resin restoration, three surfaces, anterior	28	3426	Apicoectomy, each additional root	115
2335	Resin restoration, four or more surfaces, ant.	34	3430	Retrograde filling	25

PERIODONTICS		
4210	Gingivectomy/gingivoplasty, per quad	80
4211	Gingivectomy/gingivoplasty, per tooth	10
4250	Mucogingival surgery, per quad	170
4260	Osseous surgery, per quad	180
4341	Periodontal scaling & root planing, per quad	30
4355	Full mouth debridement	23
4381	Delivery of chemotherapeutic agent	35
4910	Perio maintenance (following active therapy)	28
4999	Initial perio charting for moderate or advanced cases	5

PROSTHETICS		
5110/5120	Complete upper or lower denture	215*
5130/5140	Immediate upper or lower denture	250*
5211/5212	Upper or lower partial denture, resin base	150*
5213/5214	Upper or lower partial denture, cast metal framework with resin denture bases	220*
5410/5411	Adjust denture	N/C
5421/5422	Adjust partial denture	N/C
5820/5821	Interim partial denture, upper or lower	72

*Subject to a six (6) month waiting period.

DENTURE AND PARTIAL REPAIRS		
5510	Repair broken complete denture base	20
5520	Replace missing or broken teeth, complete denture	15
5610	Repair resin denture base	23
5620	Repair cast framework	38
5630	Repair or replace broken clasp	25
5640	Replace broken teeth, per tooth	20
5650	Add tooth to existing partial denture	20
5660	Add clasp to existing partial denture	43
5710/5711	Rebase upper or lower denture	68
5720/5721	Rebase upper or lower partial	68

RELINES		
5730/5731	Reline complete upper or lower denture, chair	28
5740/5741	Reline partial upper or lower denture, chair	28
5750/5751	Reline complete upper or lower denture, lab	63
5760/5761	Reline partial upper or lower denture, lab	63
5850/5851	Tissue conditioning, per denture	15

ORAL SURGERY		
7110	Extraction, single tooth	12
7120	Extraction, each additional tooth	10
7130	Root removal, exposed roots	13
7210	Surgical removal of erupted tooth	25
7220	Removal of impacted tooth, soft tissue	38
7230	Removal of impacted tooth, partially bony	55
7240	Removal of impacted tooth, completely bony	70
7250	Removal of residual tooth root	25
7960	Frenulectomy	45
9215	Local anesthesia	N/C

PROFESSIONAL VISITS		
9110	Palliative treatment (emergency)	10
9310	Specialist consultation, excluding orthodontist	50
0210	Full mouth x-rays at Specialist, excluding orthodontist, office only	48
9430	Office visit during regular office hours	N/C
9440	Office visit after regular office hours	28

GENERAL SERVICES		
9215	Local anesthesia	N/C
9930	Treatment of post-surgical complications	N/C
9941	Occulusal guard athletic	70
9951	Occulusal adjustment, limited	10
0470	Study models	5

MINOR TREATMENT TO CONTROL HARMFUL HABITS		
8210	Removable appliance therapy	35
8220	Fixed appliance therapy	55
8999	Office visit for observation, adjustment, or activation per visit	8

ELECTIVE SERVICES		
Resin Restorations-posterior permanent teeth		
2385	Resin – one surface	55
2386	Resin – two surfaces	80
2387	Resin – three surfaces	95
Other Elective Procedures:		
2751	Cosmetic crown, porcelain with metal	350
2962	Labial veneers, porcelain laminate	335
9972	Bleaching, per arch	170

FAILED APPOINTMENTS		
	Failure to cancel appointment (24 hr. prior)	20

RECORD TRANSFER		
	Transfer of all materials with less than a full mouth x-ray	10
	Transfer of all materials with a full mouth x-ray	20

SEE PRINCIPAL EXCLUSIONS AND LIMITATIONS ON BENEFITS

Note A: Cost of high noble metal (gold, etc.) may be charged extra when used, not to exceed actual laboratory cost of metal.
 Note B: Copayments listed are for services performed by a participating general dentist. Copayments for services performed by a participating dental specialist are listed in the subscriber contract.
 Any procedure not listed and provided by the general dentist is available on a fee for service basis.

PAYMENT DUE AT TIME SERVICES ARE RENDERED.
 Out of area emergency reimbursement limited to \$50.00 per calendar year.

GOLDEN WEST HEALTH PLAN CONTRACT AND EVIDENCE OF COVERAGE

SmileChoice PLAN 200

This Evidence of Coverage should be read completely and carefully and individuals with special health care needs should read carefully those sections that apply to them. This is a complete Contract and Evidence of Coverage. The Disclosure Booklet is only a summary of benefits.

This Agreement is entered into by and between Subscriber/Group and Golden West Health Plan (PLAN). PLAN offices are located at 888 W. Ventura Blvd., Camarillo, California 93010. (800) 995-4124.

SECTION I. DEFINITIONS

- A. **SUBSCRIBER** - Individual in whose name family unit is enrolled.
- B. **GROUP** - Organization or employing unit with which Subscriber is associated and which has executed this Agreement.
- C. **MEMBER** - Any individual subscriber or eligible family dependent entitled to receive services under this Agreement.
- D. **DEPENDENT** - Lawful spouse of Subscriber and/or unmarried children to age 19. All unmarried children 19 years or older but less than 23 years old who are full-time students. Coverage will continue beyond the age limitations for dependents who are chiefly dependent upon the Subscriber for support due to retardation or physical handicap. Proof of such continuing dependency must be furnished to PLAN upon request.
- E. **BENEFITS** - Services provided under this Agreement. Also referred to as Coverage.
- F. **COPAYMENT** - Additional fees required under this Agreement for specific services. These fees are paid by MEMBER directly to Provider.
- G. **PROVIDER** - A licensed professional who provides services for the MEMBER and with whom the PLAN has contracted. Used interchangeably with Facility.
- H. **NON-PANEL PROVIDER** - A licensed professional not under contract with PLAN. Service with a non-panel Provider must be authorized in writing by the PLAN.
- I. **SERVICE AREA** - Geographic areas within thirty (30) mile radius from any PLAN Provider/Facility.
- J. **CAUSE OR GOOD CAUSE** - Nonpayment of premiums due, fraud or deception by Subscriber, Member or Group or permitting such fraud or deception by another. Breach of any term or condition of this Agreement.
- K. **THERAPEUTIC** - Treatment of disease.
- L. **TREATMENT IN PROGRESS** - Beginning of an irreversible procedure (i.e. tooth prepared for crown/tooth opened for root canal therapy).

SECTION II. ELIGIBILITY RULES

A person is eligible to become a Subscriber who:

- A. Has applied for membership using PLAN forms.
- B. Prepaid required fees.
- C. Resides or works within PLAN's service area.
- D. Has not been previously canceled by PLAN for cause.
- E. If the SUBSCRIBER has a newborn infant, this Contract and Evidence of Coverage shall cover the newborn infant immediately from the moment of birth for 31 days. If the SUBSCRIBER adopts a child who is a minor, this Contract and Evidence of Coverage shall cover the adopted child immediately from the date on which the SUBSCRIBER has a right to control health care for the adopted child for 31 days. Coverage for a newborn infant or adopted child will continue beyond 31 days only if the SUBSCRIBER applies for membership for the child using PLAN forms during that 31-day period and the other eligibility requirements set forth above have been met.
- F. PLAN will not end the membership of a DEPENDENT who is a child upon reaching age 19 if he or she is incapable of self-sustaining employment because of mental retardation or physical handicap. PLAN may require proof of his or her incapacity and dependency. The SUBSCRIBER must provide that proof within 31 days of request by PLAN. If the child is age 21 or older, PLAN will not request this information more than once each year.
- G. PLAN will not end the membership of DEPENDENT who is a child upon reaching age 19 if he or she is a full-time student at an accredited secondary school, trade school, college, or university. PLAN may require proof of his or her full-time status. "Full-time status" means the child is taking courses for at least 12 credit hours in each academic period. The SUBSCRIBER must provide that proof within 31 days of request by PLAN. A full-time student may continue as a MEMBER even if he or she lives outside the SERVICE AREA. PLAN will not continue membership for a full-time student after age 23.

SECTION III. FEE PAYMENTS/TERM

- A. Payments due under this Agreement must be received in PLAN offices by the **20th of the month prior** to the month coverage is desired. If payment is received by PLAN **after** the 20th, coverage will be effective at 12:01 a.m. the first day of the second month thereafter.
- B. Additional fees paid to Provider for specific procedures are set out in the Benefit Schedule (Exhibit A, B, C and/or D) attached hereto and made a part of this Agreement.
 - 1. Term - If Individual Subscriber - 1 year from date of this agreement, unless renewed.
 - 2. The following prepayment fee is applicable to this Agreement: Monthly paid premiums Individuals \$16.25, Member and One (1) Dependent \$24.00, Family \$32.75: Annually paid premium Individual \$177.00, Member and One (1) \$258.00, Family \$354.00.
 - 3. In addition to the fees stated in item D above, there is also a one time non-refundable fee of \$10.00 due upon initial enrollment.

SECTION IV. EFFECTIVE DATE OF COVERAGE

- A. The Effective Date of Coverage is stated on the Identification Card issued to each Subscriber.

SECTION V. RENEWAL AND REINSTATEMENT PROVISIONS

- A. Acceptance by PLAN of premium and any reinstatement fees due shall reinstate this Agreement as though it had never terminated, unless PLAN shall issue a new Agreement within 20 business days accompanied by written notice stating terms and conditions differing from prior coverages.
- B. The SUBSCRIBER may renew coverage at the prevailing rate and for the benefits available at the time this Contract of Benefits expires. Notice of rates and benefits available will be mailed to the SUBSCRIBER thirty (30) days prior to the expiration of this Agreement.

SECTION VI. BENEFITS

- A. PLAN will provide services to Subscribers and eligible Dependents, as set forth on the Benefit Schedule (Exhibits A, and/or B, and/or C, and/or D), subject to applicable Copayments listed in the Benefit Schedule and the Limitations and Exclusions of Sections XVIII & XIX of this Agreement.

SECTION VII. CANCELLATION/TERMINATION/PROVISIONS

- A. Non-payment of Premiums or Copayments due shall terminate all future benefits to Subscriber/Group (See Section VIII - Recovery). If Contract is terminated prior to end of contract term, member is subject to the Dental office Usual and Customary charges for any services performed under PLAN.
- B. Fraud and/or deception in the use of PLAN facilities or in the permitting of such fraud and/or deception by another, shall be basis for cancellation of this Agreement.
- C. Agreement may be terminated by either party for Cause. The terminating party must deliver, in writing, notification to the other party, stating reasons for termination **AT LEAST** 30 days prior to the effective date of such termination.
- D. Failure of reasonable efforts to establish and maintain satisfactory provider-patient relationship with any member, abusive language or threats to the PLAN or dental office shall terminate coverage for Subscriber under this Agreement effective the last day of the month during which the PLAN gives notice of cancellation.
- E. Upon termination of Subscriber's employment or membership with Group, coverage for the Subscriber and his/her Dependents shall cease to be effective the last day of the month in which the termination occurred.

SECTION VIII. RECOVERY

- A. If PLAN cancels an individual (non-group member), PLAN will return to Subscriber, within 30 days, the pro-rata portion of fees which correspond to any unexpired period for which payment has been received, less any amounts due PLAN or Provider, including a \$10.00 non-refundable enrollment fee.
- B. A thirty (30) day written notice by the Subscriber to the PLAN requesting a voluntary cancellation effective on the 30th day of such a notice. In the event of cancellation, the Subscriber will be returned a pro-rata portion of the prepayment fee paid with the pro-rata portion return computed from the end of the thirty (30) day notice of cancellation period. Enrollment fees are non-refundable.
- C. Pursuant to Section 1365 (b) of the Knox-Keene Act, any member who alleges that his/her enrollment has been canceled or not renewed because of his/her health status or requirements for services may request review by the Department of Managed Care.
- D. For individual Subscriber a refund of all fees paid may be requested within 21 days from the effective date of coverage. No refunds requested after that date will be made, except as stated above.
- E. PLAN participating Professional Providers shall complete all procedures upon which treatment had started before the date of termination, pursuant to the terms of the contract, with the exception of any orthodontic treatment. Orthodontics shall be governed by the Principal Limitations listed in this agreement and any exhibits to this agreement.

SECTION IX. ENROLLMENT, ADMINISTRATIVE AND REINSTATEMENT FEES

- A. Reinstatement Fee - Reinstatement fees will be due if the payment due is 30 days late. A fee of \$25.00 is chargeable to Individual Subscriber for plan reinstatement.

Please read the following information so you will know from whom or what groups of provider's health care may be obtained.

SECTION X. SELECTING A PROVIDER AND PROVIDER COMPENSATION

- A. A current list of Providers participating in the PLAN is included with enrollment material. Each subscriber and eligible dependent must select a participating dental office from the current "list of participating dental offices" with a maximum of 3 (three) provider offices per family (one provider per member), and inform the PLAN of the selection(s). The subscriber and all of his or her covered dependents may obtain his or her covered services only from his or her designated participating dental office. The subscriber and his or her covered dependents may elect to change dental offices. Request for such a change must be received by the PLAN, in writing, at least 30 days prior to the effective date of change. However, in the event subscriber has outstanding balance with Provider, subscriber may not change facilities unless all unpaid balances are paid in full or a written grievance is filed with the PLAN. PLAN reserves the right to reassign Subscriber at any time, to a different Facility.
- B. Golden West compensates its participating general dentists through a *capitation* agreement by which they are paid a fixed amount of money each month based upon the number of enrollees that select their office. The dentists also receive compensation from the PLAN enrollees who pay a defined *copayment* for specific dental services. In addition, there may be occasions when a program may pay supplemental payment for specific dental procedures. These are the only forms of compensation the general dentist receives from Golden West.
- C. Should subscriber wish to know more about provider reimbursement issues, additional information can be obtained from the PLAN, provider or provider group.

SECTION XI. MAKING AN APPOINTMENT/MEMBER'S FIRST VISIT

- A. To make an appointment, member should telephone the number of the office selected (see ID card). **The first appointment will include x-rays if needed (dental only), examination, treatment plan and estimate of costs.** Some offices may charge an encounter fee for each visit. This is not a listed benefit of the program and is the member's responsibility. Most appointments will be during regular business hours, Monday through Friday. Some Providers have evening and/or weekend hours available. Verify hours with the office selected.

SECTION XII. REIMBURSEMENT PROVISIONS - CLAIMS

- A. If claim filing is necessary; claim should be filed by the Provider directly with the PLAN. X-rays, charting and complete treatment record must be furnished to PLAN upon request. Provider may call the administrative office of PLAN for assistance.

SECTION XIII. CHANGE IN BENEFITS, SERVICES, OR FEES

- A. If a benefit schedule or change of fees is necessary, Subscriber or Group will be given at least thirty (30) days notice of any proposed changes.

SECTION XIV. COMPLAINTS AND GRIEVANCES

- A. Complaints should **first** be brought to the attention of Provider. Complaints not satisfactorily resolved should be sent, in **writing**, to: Chairperson, Grievance Committee, Golden West Health Plan, 888 W. Ventura Blvd., Camarillo, California 93010. (800) 995-4124.
- B. PLAN has established a Public Policy Committee comprised of three members receiving the services of PLAN, one participating Provider and PLAN Administrator. The purpose of the Committee is to allow the members to make suggestions for better services or care, or to indicate to PLAN areas in which the services are inadequate in any manner. In order for a member to communicate with a member of the Committee, member must call or write PLAN. Member's suggestions or comments will always receive prompt attention.
- C. Golden West will make every effort to resolve written complaints within twenty (20) days of receipt. PLAN will notify member, in writing, of the disposition of such complaint.
- D. **Binding Arbitration** - In the event of any controversy or dispute between interested parties (which term includes the Subscriber, a Member or Dependent, and the PLAN, Agents, PLAN Providers, or employees), whether involving a claim in tort, contract, or otherwise, and including disputes which are not adequately resolved by the PLAN's grievance procedures, shall be submitted to binding arbitration. Such arbitration may be initiated by either party, but if the matter in dispute is one which is subject to review under the PLAN's grievance procedures, arbitration may not be initiated until the completion of such procedures. All such claims, controversies and disputes shall be submitted to arbitration in accordance with the applicable rules of the American Arbitration Association. The arbitration process may be initiated by calling the American Arbitration Association at (213) 383-6516 and requesting a Demand for Arbitration. The Arbitrator shall determine which party shall bear the cost of arbitration, including reasonable attorney's fees.

The requirement that a Subscriber, Dependent, or Member submit a dispute to binding arbitration shall apply broadly, including to settle a claim of malpractice against the PLAN. A Member's malpractice claims against a Provider are not subject to the PLAN's grievance process or to the PLAN's arbitration procedures. Please see Section XXI of this Agreement for more about arbitration.

- E. Right to File Complaint With State Regulatory Agency. The Department of Managed Care is responsible for regulating health care service plans. The department's Health Plan Division has a toll-free telephone number (1-800-400-0815) to receive complaints regarding health plans. The hearing and speech impaired may use the California Relay Service's toll-free telephone numbers (1-800-735-2929 (TTY) or 1-888-877-5378 (TTY)) to contact the department. The department's Internet website (<http://www.dmc.ca.gov>) has complaint forms and instructions online. If you have a grievance against your health plan, you should first telephone your plan at 1-800-995-4124 and use the plan's grievance process before contacting the Health Plan Division. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your plan, or a grievance that has remained unresolved for more than 30 days, you may call the Health Plan Division for assistance. The plan's grievance process and the Health Plan Division's complaint review process are in addition to any other dispute resolution procedure that may be available to you, and your failure to use these processes does not preclude your use of any other remedy provided by law.

SECTION XV. COORDINATION OF BENEFITS

The purpose of this Plan is to help a person pay for his/her dental care expenses. If coverage is provided under any other plan, benefits provided under this Plan and the other plan might exceed the actual expenses incurred. If this is the case, the combined benefits payable under this Plan and the other plan will not exceed the amount charged.

- A. Other coverages member has are assignable to PLAN and will be considered as primary coverage in paying benefits.
B. Providers participating in two or more prepaid plans under which member is covered, will charge the lesser of the Copayments of the plans.
C. Coordination of benefits will be in compliance with the Knox-Keene Act and regulations promulgated thereunder.

SECTION XVI. EMERGENCY CARE/CONTINUITY OF CARE

- A. Under this Agreement, an emergency is defined as acute pain, infection, or bleeding. Emergency care is limited to relieving acute pain, treatment of acute infection, and stopping acute bleeding. All other services rendered are member's responsibility.
B. Members requiring emergency dental service should call their PLAN Provider. Each Golden West Provider has a 24-hour number listed on the Membership Card. If unable to reach PLAN Provider, telephone Golden West at (800) 995-4124. PLAN will refer member to other available facility. If no Plan facility is available, member should obtain treatment from any office.
C. Expenses for out-of-area or non-panel emergency treatment may be reimbursed by PLAN as provided under the Benefit Schedule attached as Exhibit A. Member must submit a copy of the itemized bill from the treating dentist and a cover letter explaining the circumstances of the emergency.
D. In the event of termination of this agreement or the agreement with the network dentist, the dentist shall complete all procedures started prior to the termination under the terms of this contract. For example: If a final impression has been taken, dentist will complete the crown, bridge or denture for copayment. If assistance is required, member may request such assistance from PLAN by calling (800) 995-4124. This continuity of care shall be provided for a term not to exceed 90 days.

SECTION XVII. SPECIAL PROVISIONS

- A. The relationship between Golden West and the Panel Dental office is that of an independent contractor. Dentists and other dental health professionals within the dental office are not agents or employees of Golden West, nor is Golden West or any employee of Golden West an employee or agent of the dental office.
B. If a Provider recommends or declines to recommend treatment for a Member and the Member would like a second opinion, the Member should contact the PLAN. If a second opinion is necessary and appropriate, the PLAN will allow for such in writing and refer the Member to a second opinion Provider at no copayment to the Member.
C. Golden West Health Plan is subject to the requirements of Chapter 2.2 of Division 2 of the Health and Safety Code and of Sub-chapter 5.5 of Chapter 3 of Title 10 of the California Code of Regulations, and any provision required to be in this contract by either one of the foregoing shall bind PLAN, whether included herein or not.
D. Every contract between PLAN and Provider shall provide that:
1. In the event the health PLAN fails to pay the Panel Provider, member shall not be liable to the Provider for any sums owed by the PLAN.
2. In the event PLAN fails to pay non-Panel Providers, member may be liable to the non-panel provider for the costs of the services rendered to member.
E. This agreement, including Benefits Schedule or amendments hereto, constitutes the entire Agreement between the parties.
F. This Agreement is governed by the laws of the State of California.

- G. Records of subscriber and dependents services performed hereunder remain the property of the Provider. If member transfers to another facility or cancels coverage and requests transfer of x-rays, provider may charge for duplication and mailing of x-rays to new dentist.

SECTION XVIII. LIMITATIONS

The limitations listed below apply to your SmileChoice Dental Plan. However, you may elect to have any treatment performed at the doctor's regular fee.

1. Dental treatment must be received from the Members participating dental office unless exception is specifically authorized in writing, by the PLAN.
2. Routine and periodic examinations are limited to once every six (6) months, per enrolled Member.
3. Routine prophylaxis procedures are limited to once every six (6) months.
4. Professional Dentists shall have the right to refuse treatment to a patient who continually fails to follow a prescribed course of treatment.
5. Bitewing radiographs (x-rays) in conjunction with periodic examinations are limited to one series of films in any twelve (12) consecutive month period. Full mouth radiographs (x-rays) in conjunction with periodic examinations are limited to once every three (3) years. Panoramic films are limited to once every three (3) years.
6. Fluoride treatment is limited to enrolled Members under the age of 18 years, and once every twelve (12) months.
7. Periodontal scaling and root planing, and/or gingival curettage, and periodontal maintenance procedures are limited to one course of therapy during any twelve-month period.
8. Space maintainers are limited to enrolled Members under the age of 14 years.
9. Partial dentures are not eligible for replacement within three years of original placement unless required as a result of tooth loss, which cannot be restored by modification of the existing partial denture. Crowns, bridges, and/or complete dentures are not eligible for replacement within five years of original placement.
10. Complete upper and/or lower dentures are covered only once within any five (5) year period. Replacement will be provided for an existing denture only if it is unsatisfactory and cannot be made satisfactory. Complete or partial upper and/or lower dentures are limited to the benefit level for a standard procedure. If a more personalized or specialized treatment (such as precision attachments, overlays, implants, personalization or characterization) is chosen by the patient and the dentist, the patient will be responsible for all additional charges.
11. Complete and/or partial denture relines are limited to one per denture during a twelve (12) month period.
12. Use of alloys with 25% or more noble (precious) metal content for any restorative procedure are considered optional and, if used, the additional cost for such alloy is the Member's financial responsibility.
13. Specialists are defined as oral surgeons, endodontists, periodontists, and orthodontists. All other specialties are excluded.
14. Endodontic retreatment of previous root canal therapy is not a covered benefit.
15. Major restorative work (i.e. crowns, bridgework, or dentures) for a period of six (6) months from the effective date of coverage.
16. If crown and bridgework is performed prior to the completion of the Member's wait period, the doctor shall perform these services at the fee for elective crown and bridgework as detailed in the fee schedule unless otherwise limited elsewhere by this contract.

SECTION XIX. EXCLUSIONS

The following dental services and procedures are not included in this SmileChoice Dental Plan and there is no coverage for these items. However, you may elect to have any treatment performed at the doctor's regular fee:

1. Any procedure not specifically listed as a covered benefit.
2. Any condition for which benefits of any nature are recovered or found to be recoverable, whether by adjudication or settlement, medical health insurance, worker's compensation or occupational disease law, even if the patient did not claim those benefits.
3. Care or treatment which is obtained from, or for which payment is made by, any Federal, State, County, Municipal, or other governmental agency, including any foreign government.
4. Disease contracted or injuries sustained as a result of a major disaster, war, declared or undeclared, epidemic conditions, or from exposure to nuclear energy, whether or not a result of war.
5. Any illness, injury, or condition for which a third party may be liable or legally responsible by reason of negligence, an intentional act or breach of any legal obligation on the part of such third party is not covered.
6. Dental treatment or expenses incurred or in connection with any dental procedures started prior to the Member's effective date under this PLAN or after termination of the Member's coverage. Example: teeth prepared for crowns, root canal treatment in progress, orthodontic treatment in progress.
7. Dispensing of drugs not normally supplied in the dental office.
8. Hospital and associated physician charges or any kind of charges for any dental treatment or costs associated with treatment as a result of an accident. PLAN does not provide emergency medical care to its members, except, if applicable, in certain specifically identified instances. Enrollees are encouraged to use the 911 emergency response system in areas where the system is established and operating when the enrollee has an emergency medical condition that requires an emergency response.
9. All treatment of fractures and dislocations.
10. Extractions for orthodontic purposes.

11. General anesthesia, inhalation sedation, intravenous sedation, or intramuscular sedation.
12. Dental treatment or expenses incurred in conjunction with the correction of congenital or developmental malformations.
13. Histopathological exams, treatment and/or removal of cysts, tumors, neoplasms, malignancies and foreign bodies.
14. Tooth implantation or transplantation, orthognathic surgery, soft tissue or osseous grafts, alveoloplasty, vestibuloplasty, or osteotomy procedures.
15. Charges for any dental treatment, which because of the Member's general health, or mental, emotional, behavioral, or physical limitations, cannot be performed in the assigned dental office.
16. Dental procedures and charges incurred as part of implants (placement or removal) and prosthetic devices placed on implants (fixed or removable, example: bridges, crowns, dentures).
17. Replacement of lost or stolen dentures, crown and bridgework, or other dental appliances.
18. Precision attachments and stress breakers.
19. Crown lengthening surgical procedures.
20. Periodontal irrigation procedures, when available, are provided at the doctor's regular fee.
21. Dental treatment or procedures required in conjunction with altering vertical dimension, replacing tooth structure lost by attrition, erosion or abrasion.
22. Dental treatment or procedures requiring or associated with fixed prosthodontic restorations when part of extensive oral rehabilitation or reconstruction (more than six units of crown and/or bridgework in one arch or more than ten units total). Extensive oral rehabilitation or reconstruction is available at the doctor's regular fee.
23. Diagnosis or treatment by any method of any condition related to the jaw joint, Temporomandibular Joint (TMJ) or associated musculature, nerves and other tissues.
24. Oral physio-therapy, dietary or saliva analysis and dietary instruction.
25. The treating dentist shall have the right to discontinue further treatment of a Member who continually fails to keep appointments or who fails to follow their prescribed course of treatment.
26. A dental treatment plan, which, in the opinion of the Participating Dentist, is not medically necessary, will not produce a beneficial result, or has a poor prognosis.
27. Any corrective treatment required as a result of dental services performed by a non-participating dentist while this coverage is in effect, and any dental services started by a non-participating dentist will not be the responsibility of the participating dental office or the PLAN for completion or compensation.
28. Procedures which are considered experimental or investigative or which are not widely accepted as proven and effective procedures within the organized dental community.

SECTION XX. SPECIALTY CARE

- A. Specialty care is available to the MEMBER when the assigned participating dentist informs the MEMBER that he/she will require specialty care (MEMBERS must be referred to participating PLAN specialist to receive PLAN benefits). For routine or emergency situations, the participating dentist and/or the MEMBER will call the PLAN on behalf of the MEMBER for a referral to an appropriate participating specialist.

SECTION XXI. ARBITRATION

- A. The Subscriber, Dependent, or Member and the PLAN will follow applicable law with regard to arbitration. California law may require, for a dispute involving \$200,000 or less, that the Subscriber, Dependent, or Member and the PLAN select a single, neutral arbitrator. In that situation, the arbitrator will not have the power to award more than \$200,000.
- B. In cases of extreme hardship, the PLAN will pay all or a part of the fees and expenses of a Subscriber, Dependent, or Member for a neutral arbitrator.
- C. California Health and Safety Code Sections 1363.1, 1373.19, and 1373.20 require that the PLAN make these statements and the following statement, which is substantially the wording provided by Section 1295(a) of the California Code of Civil Procedure:

It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this Agreement were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, and any dispute as to the delivery of services under this Agreement, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this Agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

Golden West is required by law to advise members of Section 7150.5 of the Health and Safety Code regarding the method by which an anatomical gift may be made. The following are the provisions under which this organ and tissue donation may be effected: A document of gift signed by the donor, a document of gift signed by another individual and by two witnesses, all of whom have signed at the direction of and in the presence of the donor and of each other, and state that it has been so signed, a document of gift made orally by a donor by means of a tape recording in his or her own voice, or a document of gift attached to or imprinted on a donor's motor vehicle operator's or chauffeur's license. Revocation, suspension, expiration, or cancellation of the license does not invalidate the anatomical gift.

SMILECHOICE PLAN 100 & 200
PLAN G - SPECIALIST FEE SCHEDULE

Exhibit D

**SERVICES MUST BE PERFORMED BY A PLAN SPECIALIST. PLEASE CONTACT
THE PLAN AT (800) 995-4124 FOR A REFERRAL TO A PARTICIPATING SPECIALIST.**

Procedure	Member Copayment
Diagnostic	
0210 Radiographs, complete series	48.00
0220 Single radiograph for diagnostic purposes	16.00
0230 Each additional radiograph	8.00
0330 Panoramic film	33.00
9310 Consultation, exam at Plan specialist	50.00
Oral Surgery	
7110 Extraction, single tooth, uncomplicated including post-operative visits	60.00
7120 Extraction, each additional tooth	60.00
7210 Surgical removal of erupted teeth including postoperative care	90.00
7220 Extraction, soft tissue impaction	130.00
7230 Extraction, partially bony impaction	160.00
7240 Extraction, complete bony impaction	190.00
7250 Removal of residual root covered by bone	75% UCR
7510 Incision and drainage of abscess, intraoral	75% UCR
7530 Removal of foreign body, skin, or subcutaneous areolar tissue	75% UCR
7550 Sequestrectomy for osteomyelitis	75% UCR
7910 Suture of small wounds up to 5 cm	75% UCR
7960 Frenulectomy, separate procedure	75% UCR
7970 Excision of hyperplastic tissue per arch	75% UCR
9930 Postoperative visits, complications	17.00
Periodontics	
4210 Gingivectomy or gingivoplasty, per quad	75% UCR
4211 Gingivectomy or gingivoplasty, per tooth (fewer than 6 teeth)	75% UCR
4220 Gingival curettage, surgical, per quad	75% UCR
4260 Osseous surgery, including flap entry and closure, per quad	75% UCR
4341 Periodontal scaling and root planing, per quad	130.00
4910 Periodontal maintenance procedures following active therapy	75% UCR
9110 Palliative (emergency) treatment of dental pain, minor procedures	50.00
9951 Occlusal adjustment, limited	75% UCR
Endodontics	
3310 Root canal therapy, anterior	75% UCR
3320 Root canal therapy, bicuspid	75% UCR
3330 Root canal therapy, molar	75% UCR
3351 Apexification, initial visit	75% UCR
3352 Apexification, interim visit	75% UCR
3353 Apexification, final visit	75% UCR
3410 Apicoectomy, first root	75% UCR
3426 Apicoectomy, each additional root	75% UCR
3430 Retrograde filling, per root	75% UCR
3450 Root amputation, per root	75% UCR
3920 Hemisection	75% UCR
Missed Appointments	
Without 24 hour prior notice	22.00

“UCR” means “usual, customary and reasonable” fees. These are the fees that are regularly charged to private noninsured patients in a specific geographic area. There may be an additional payment over and above the Dentist’s usual fee if there are unusual circumstances, and it is reasonable for the dentist to allow more than the usual charge.

