

DESCRIPTION OF SERVICES AND DISCLOSURE FORM GENTLE DENTAL PLAN

The following is a description (the “**Description**”) of the Gentle Dental Plan discount dental membership plan (“**Plan**”) administered by The CDI Group, Inc. (“**CDI**”). This Description completely describes your rights under the Plan, and if you choose to enroll in the Plan, it will be your contract with CDI.

Can you read this document? If not, call The CDI Group at (877) 545-4188 for free language assistance.

¿Puedes leer este documento? Puedes llama Al Grupo CDI (877) 545-4188 para recibir asistencia lingüística gratuita.

1. Plan Summary, Disclosures.

- a. Plan is a discount dental membership plan administered by CDI. Membership in Plan entitles members to discounts for certain identified dental services rendered by participating providers in accordance with the Plan fee schedule. Discounts may vary depending on the type of provider and the service received.
- b. **Plan is NOT INSURANCE. Plan members are obligated to pay providers for all services rendered. CDI does not pay providers for services rendered to members.** Neither CDI nor Plan are affiliated with or endorsed by any state insurance department.
- c. Plan members may visit Plan website or contact CDI to obtain additional information, including an up-to-date list of participating providers and a complete description of reduced rates under the fee schedule. **If you need to access the Plan website or contact CDI for any reason related to this Description, please use the following contact information:**

Mailing address:	The CDI Group, Inc. 601 E. Daily Drive, Suite 215 Camarillo, CA 93010 Attention: Member Services
Toll-free telephone:	(877) 545-4188
Website:	https://gentledentalplan.com

- d. **You, the Plan member, may cancel your membership at any time by contacting CDI to request cancellation as fully set forth in Section 6 below. You will receive a full refund of membership fees paid to CDI if (i) the cancellation request is received within the first forty-five (45) days of the current annual contract term, and (ii) no dental services have been provided to a Member under the Plan during the current term. Following expiration of the 45-day refund period, California residents shall be entitled to receive a pro-rata refund of membership fees paid to CDI upon cancellation.**

2. Definitions.

- a. **Member:** An individual, family member or dependent enrolled in Plan. Plan shall only cover those individuals, family members and/or dependents who are enrolled in the Plan at the time of service.

- b. **Provider:** A licensed dental services provider participating in Plan.
 - c. **Membership Fees:** Annual fees payable to CDI upon enrollment in Plan and upon renewal of Plan term. Membership Fees may vary from term to term; you will be provided with notice of any changes to Membership Fees.
 - d. **Effective Date:** The date that the Member submits the completed Member Application and applicable Membership Fees to CDI. Members shall be entitled to receive Plan discounts from Providers as of the Effective Date, and there are no waiting periods for services.
 - e. **Fee Schedule:** The schedule of applicable fees to be charged to Members for dental services rendered under the Plan, as published on the Plan website and attached hereto. The Fee Schedule may be amended from time to time.
 - f. **Specialist Services:** Services performed by a dental specialist, specifically periodontics, endodontics, orthodontics and oral surgery.
 - g. **Agreement:** The complete Plan membership contract between CDI and the Plan member, consisting of (i) the Member's enrollment application, (ii) this Description, and (iii) Fee Schedule.
3. **Plan Description, Limitations, Exclusions & Exceptions.**
- a. Plan is a discount dental membership plan administered by CDI and offered in participating dental practices and online through Plan website. CDI is not a licensed insurer, health maintenance organization, preferred provider organization, or underwriter of health care services. CDI is not licensed to provide and does not provide dental services. Members are eligible to receive discounts on dental services in accordance with the Fee Schedule from any Provider participating in Plan.
 - b. Members are obligated to pay Providers for dental services at the time of service in accordance with the Provider's payment policies. No portion of any Provider's fees will be reimbursed or otherwise paid by CDI. Because some savings are based on a percentage of the individual Provider's usual and customary rates, actual savings may vary. Plan is not intended to be used in conjunction with any other membership plan, discount health care program or third-party payor program, including government and private third-party payor programs (e.g., Medicaid, private insurance). All savings amounts listed on Fee Schedule are current savings offered by Providers and are subject to change. From time to time, Providers may, at their discretion, offer services or products to the general public at prices lower than the Fee Schedule prices available through Plan membership.
 - c. You will receive the discounted fees for Specialist Services under this Plan only if those services are performed by a participating Provider. You do not need a referral from CDI to see a Provider who performs Specialist Services.
 - d. Providers are solely responsible for the services and products received by Members, and CDI disclaims any liability with respect to the provision of such services and products. CDI cannot guarantee the continued participation of any Provider. Any Provider's participation in Plan may be terminated at any time without prior notice to Members.
 - e. The following is a complete list of limitations and exclusions under the Plan:

- Discounts for treatments of fractures or dislocations, congenital malformations, malignancies, cysts or neoplasms, or temporo-mandibular joint syndrome (TMJ) are not provided;
- Discounts for prescription drugs and over the counter drugs are not provided;
- Prophylaxis (cleaning) is limited to once every six months;
- Full mouth x-rays are limited to once every 24 months;
- Replacement of partial dentures is limited to once every five years;
- Full upper and/or lower dentures are not to exceed one each in any five-year period;
- Denture relines are limited to one per arch in any 12-month period;
- Services performed by a non-participating provider are not covered;
- Work in progress that has commenced prior to enrollment must be completed by the dentist who started the work (whether or not a participating Provider) and will not be covered by the discount fees under the Plan.

4. Enrollment; Providers.

- a. Individual Members are eligible to purchase additional memberships for up to nine (9) family members or dependents under their own Plan membership by contacting CDI or by using the self-service member portal on Plan website. CDI shall notify the Member at the time of purchase regarding any changes to Plan pricing and/or term renewal date that may result from the addition of new Members to an existing Plan membership.
- b. Members may obtain an updated list of Providers at any time by visiting Plan website or by contacting CDI. If any Provider's participation in Plan is terminated, affected Members shall be given an opportunity to select a new Provider from the list of participating Providers; if there are no other participating Providers offering services in Member's immediate area, Member may request a membership cancellation and pro-rata refund of Membership Fees in accordance with CDI's cancellation policy as set forth in Section 6 below.
- c. CDI's contract with each Provider specifies that upon termination of the contract, the Provider must complete all procedures commenced prior to termination at the discounted Fee Schedule rates. If your Provider does not comply or is unable to complete any such procedure, CDI will assist in locating a Provider to complete the procedures.
- d. If your Provider terminates participation in the Plan, CDI will promptly notify you if it knows who your Provider is so that you can request the completion of services from the terminated Provider or make arrangements to see another Provider. Also, CDI will post a notice on the Plan website listing all Providers who have given notice of termination, who are being terminated, or who otherwise are unable to provide services. The notice will state the effective date of termination. When possible, this notice will be posted no less than sixty (60) days prior to the effective date of such termination.
- e. If CDI should ever cease operations, your Provider will continue to render discount services to you and your enrolled family members for the duration of your enrollment.

5. Contract Term/Renewal.

- a. **All Plan memberships are annual contracts; your initial contract term will begin on the Effective Date and will continue for twelve (12) months thereafter. Your Plan membership will automatically renew for an additional one-year term at the end of each annual contract term, and payment of Membership Fees for the renewal term shall automatically be charged to or drafted from your credit card or bank account using the payment information provided to CDI. Your Plan membership shall remain in effect until it is canceled in accordance with Section 6 below.**
- b. By enrolling in Plan and providing your payment information to CDI, you, the Member, are authorizing CDI to bill your credit card or checking account for Membership Fees for the initial term and any renewal term(s) at the plan level rate that you have selected.
- c. CDI shall attempt to notify you at least thirty (30) days prior to automatic renewal using the contact information on file with CDI. You are responsible for ensuring that your contact information remains accurate and up-to-date.
- d. You may change your method of payment at any time by contacting CDI or by using the self-service member portal on Plan website.
- e. If you decide not to renew your Plan membership upon expiration of your annual membership term, your Plan membership will not be renewed, and your right to receive discounted services under the Plan will end thirty days after the expiration of your membership in accordance with California law. You will be free to re-enroll in the Plan at any time by paying the then-current membership fees. Any procedures started prior to expiration shall be completed at the discounted rates set forth in the Fee Schedule.

6. Cancellation Policy.

- a. If you wish to cancel your Plan membership, please send a cancellation notice with your name and member number to CDI via mail or through the Plan website, or call CDI via telephone to request cancellation.
- b. Members shall receive a full reimbursement of any Membership Fees that have been paid during the current term if (i) the cancellation request is received within the first forty-five (45) days of the current annual contract term, and (ii) no dental services have been provided to a Member under the Plan during the current term. CDI reserves the right to contact Providers to determine whether dental services have been provided to the Member. Following expiration of the 45-day refund period, California residents shall be entitled to receive a pro-rata refund of Membership Fees paid to CDI upon cancellation if no dental services have been provided to a Member under the Plan during the current term.

7. Membership Fees.

- a. Applicable Membership Fees for the initial annual enrollment are as follows:
 - i. Individual Membership: \$59.00
 - ii. Each additional family member: \$29.00
- b. There are no waiting periods, copayments, deductibles or other charges of any kind under the Plan, but please note that you will be responsible for payment for any services provided to you at the discounted rate, and you may be

responsible for related additional services and charges, such as lab fees associated with the dental services received.

8. Member Responsibilities.

- a. Members are required to make payment directly to Providers for all dental services provided hereunder in accordance with the Provider's payment policies.
- b. Member is responsible for verifying that his/her dental services provider is an active participant in Plan prior to receiving dental services. Providers are responsible for the provision of dental services and for informing Members of the Provider's treatment policies.
- c. Should CDI ever become liable to your Provider for any reason, your Provider will not hold you responsible for such liability.

9. Access to Care.

- a. To find the office hours of any participating Provider, you can call the Provider's office number listed on the Plan website. Your Provider can also arrange for emergency dental care, which will be available 24 hours a day, 7 days a week. If you need after-hours care, call your Provider and you will be given instructions. You can also call CDI for assistance with after-hours care. During normal business hours, your wait time to speak with a Plan representative will not exceed ten (10) minutes.
- b. Your Provider's office will ensure that your dental appointment is scheduled or rescheduled promptly and in accordance with your treatment needs. Your average appointment waiting time will not exceed one week. Any non-urgent or preventive dental care appointments will be provided within 30 days of the request. Any emergency or urgent dental needs will be addressed within 72 hours of the request. All Provider offices maintain an after-hours telephone recording which will direct you on where and how to receive emergency dental services.
- c. Language Assistance and Interpreter Services are also available at request. For more information, please see the Language Assistance Services addendum attached to this Description.

10. Nondiscrimination.

- a. CDI and participating Providers observe a strict nondiscrimination policy. Any discrimination based on race, color, national origin, ancestry, religion, disability, sex, marital status, gender, gender identity, sexual orientation, or age is prohibited. If you feel you have been discriminated against in any way, at any time, please submit a complaint to CDI using the grievance system outlined in Section 10 above, and CDI will work to promptly resolve the issue. You may also wish to submit a complaint to the United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, age, disability, or sex. You may submit such a complaint by visiting www.hhs.gov/ocr.

11. Confidentiality.

- a. CDI and each Provider are required by law to keep your personal healthcare information confidential. No such information can be released except with your consent or as expressly authorized by law. A statement describing CDI's policies and procedures for preserving the confidentiality of medical records is available and will be furnished to you upon request.

12. Grievance Procedure.

- a. CDI maintains a grievance system to handle any dispute or grievance you may have with your Provider or with CDI itself. You can obtain a grievance form from your Provider or you can complete a grievance form online via the Plan website. You can also submit a grievance to CDI in writing or by telephone using the contact information provided in Section 1 above.
- b. You will have one hundred eighty (180) days from the date that the circumstances giving rise to the grievance occurred in which to file a grievance with CDI. CDI will acknowledge receipt of your grievance within five (5) calendar days after receipt. CDI will notify you of the resolution of your grievance within thirty (30) days after receipt.
- c. **The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at (800) 903-2532 and use your health plan’s grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number (1-888-466-2219) and a TDD line (1-877-688-9891) for the hearing and speech impaired. The department’s internet website (www.dmhca.gov) has complaint forms, IMR application forms, and instructions online.**

13. Summary of Plan Features.

- a. California law requires all health care service plans to give members of the public the following information about the applicability of, and any copayments or limitations on, the following:

Deductibles	None
Lifetime Maximums	None
Professional Services	Dental Services Only
Diagnostic	74.2% average discount
Preventive	36.9% average discount
Restorative	40.4% average discount
Endodontics	40.6% average discount
Periodontics	50.9% average discount
Prosthodontics (Removable)	49.3% average discount
Implant Services	20.0% average discount
Prosthodontics (Fixed)	41.6% average discount
Oral and Maxillofacial Surgery	59.1% average discount

Orthodontics	74.0% average discount
Adjunctive Services	53.5% average discount
Outpatient Services	Not Applicable
Hospitalization Services	Not Applicable
Emergency Dental Services	Available 24/7 (subject to scheduling by Provider)
Ambulance Services	Not Applicable
Prescription Drug Coverage	Not Applicable
Durable Medical Equipment	Not Applicable
Mental Health Services	Not Applicable
Chemical Dependency Services	Not Applicable
Home Health Services	Not Applicable

IF YOU COMPLETE AND SUBMIT THE ENROLLMENT FORM TO CDI, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS IN THIS DESCRIPTION.

NOTICE TO SUBSCRIBERS ON AVAILABILITY OF LANGUAGE ASSISTANCE

To all of our discount dental plan enrollees:

The CDI Group, Inc. ("CDI") maintains a free language assistance program for all enrollees whose preferred language may not be English. Here's how it works:

If you call a plan representative or a participating dental office (or if you are visiting the dental office in person) and you would like to talk to someone who speaks your preferred language, just ask and you will be connected to language assistance services. You can also contact a plan representative directly at (800) 874-1986. If there is a staff member who is fluent in your preferred language and is readily available, the plan representative or the dental office staff member will quickly put you in touch with that person. If there is no such person who is readily available, the plan representative will promptly arrange for language assistance services over the telephone if you so desire. You will speak with the plan or dental office representative and the interpreter on a conference call so that all of your questions or requests will be clearly addressed.

Information regarding the availability of language assistance services is available in the top 15 languages spoken by limited-English proficient individuals in California as determined by the State Department of Health Care Services. CDI uses LanguageLine Solutions, a telephonic interpretation service, to provide language assistance to enrollees in all languages, including Arabic, Armenian, Chinese, Farsi, Hindi, Hmong, Japanese, Khmer, Korean, Punjabi, Russian, Spanish, Tagalog, Thai, and Vietnamese.

Upon request, appropriate aids and services, including alternative information formats and qualified interpreters for those with disabilities, are available free of charge and will be provided in a timely manner as necessary to ensure an equal opportunity for individuals with disabilities to participate in the plan.

Also, if you need any CDI document or written communication translated into Spanish, CDI will provide you with one upon request. Please call (800) 874-1986 for more information.

Again, these language assistance services are provided at no cost to you. CDI wants to make sure all of its enrollees understand its discount dental membership plan and the services available under the plan, so we encourage you to use our language assistance services whenever you please.

CDI observes a strict nondiscrimination policy. Any discrimination based on race, color, national origin, ancestry, religion, disability, sex, marital status, gender, gender identity, sexual orientation, or age is prohibited. If you feel you have been discriminated against in any way, at any time, please submit a complaint to CDI using the plan's grievance process and CDI will work to promptly resolve the issue. You may also wish to submit a complaint to the United States Department of Health and Human Services Office of Civil Rights if

there is a concern of discrimination based on race, color, national origin, age, disability, or sex. You may submit such a complaint by visiting www.hhs.gov/ocr.

The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at 1-800-874-1986 and use your health plan's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number (1-888-466-2219) and a TDD line (1-877-688-9891) for the hearing and speech impaired. The department's internet website www.dmhc.ca.gov has complaint forms, IMR application forms, and instructions online.

In addition to the Grievance Form found on the plan website, you may also contact CDI to file a grievance using the following information:

The CDI Group, Inc.
601 E. Daily Drive, Suite 215
Camarillo, CA 93010
Attention: Nicole Buenrostro, Grievance Analyst
(800) 874-1986
grievance@thecdigroup.com

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English:

IMPORTANT: Can you read this letter? If not, we can have somebody help you read it. You may also be able to get this letter written in your language. For free help, please call right away at 1-800-874-1986.

Arabic:

مهم: هل يمكنك قراءة هذا الخطاب؟ إذا لم تتمكن من قراءة هذا الخطاب، فنحن يمكننا الاستعانة بشخص ما لإعانتك على قراءته، كما يمكنك تلقي هذا الخطاب بلغتك. للحصول على مساعدة مجانية، يُرجى الاتصال على الفور بالرقم التالي 1-800-874-1986.

Armenian:

ԿԱՐԵՎՈՐ. Կարո՞ղ եք կարդալ այս նամակը: Եթե ոչ, մենք կարող ենք խնդրել որևէ մեկին օգնել ձեզ այն կարդալ: Այս նամակը կարող են նաև գրել ձեր լեզվով: Անվճար օգնություն ստանալու համար անմիջապես զանգահարեք 1-800-874-1986 հեռախոսահամարին:

Chinese:

重要说明：您是否能独立阅读这封信？如果理解有困难，我们可以安排人员帮助您读信。您也可申请获得这封信的翻译版本。如果需要免费帮助，请立即致电 1-800-874-1986。

Farsi:

مهم: می‌توانید این نامه را بخوانید؟ اگر نمی‌توانید، می‌توانیم از کسی بخواهیم که در خواندن آن به شما کمک کند. همچنین ممکن است بتوانید این نامه را به زبان خود دریافت کنید. برای دریافت کمک رایگان، لطفاً هم اکنون با شماره 18008741986 تماس بگیرید.

Hindi:

महत्वपूर्ण: क्या आप इस पत्र को पढ़ सकते हैं? यदि नहीं, तो इसे पढ़ने के लिए हम किसी व्यक्ति को सहायता वास्ते भेज सकते हैं। आप इस पत्र को आपकी भाषा में लिखा हुआ भी प्राप्त कर सकते हैं। मुफ्त सहायता के लिए, कृपया 1-800-874-1986 पर तुरंत कॉल करें।

Hmong:

TSEEM CEEB: koj puas tuaj yeem nyeem tsab ntawv no? Yog nyeem tsis tau, peb yuav nrhiav ib tug neeg los pab nyeem nws rau koj. koj kuj tuaj yeem tau txais tsab ntawv no sau ua koj hom lus. Xav tau kev pab dawb, thov hu kiag tam sim no mus rau tus xov tooj 1-800-874-1986.

Japanese:

重要: この手紙を読めますか? 読めない場合は、誰かに読んでもらうようこちらで手配いたします。この手紙をあなたの母語でお送りすることもできます。無料相談も可能です。1-800-874-1986までお電話ください。

Khmer:

សំខាន់៖ តើអ្នកអាចអានលិខិតនេះដាច់ដៃឬទេ? ប្រសិនបើអានមិនដាច់ទេ យើងអាចឱ្យគេជួយអានឱ្យអ្នកស្តាប់។ អ្នកប្រហែលជាអាចទទួលបានលិខិតនេះសរសេរជាភាសារបស់អ្នកផងដែរ។ សម្រាប់ជំនួយឥតគិតថ្លៃ សូមទូរសព្ទទៅលេខ 1-800-874-1986 ។

Korean:

중요: 이 서신을 읽을 수 있습니까? 이 서신을 읽을 수 없다면 서신을 읽는 데 도움을 드릴 수 있습니다. 귀하의 언어로 작성된 서신을 받을 수도 있습니다. 무료 도움을 받으려면 즉시 1-800-874-1986으로 전화하십시오

Punjabi:

ਮਹੱਤਵਪੂਰਨ: ਕੀ ਤੁਸੀਂ ਇਹ ਪੱਤਰ ਪੜ੍ਹ ਸਕਦੇ ਹੋ? ਜੇ ਨਹੀਂ, ਤਾਂ ਇਸ ਨੂੰ ਪੜ੍ਹਨ ਵਾਸਤੇ ਅਸੀਂ ਤੁਹਾਡੀ ਮਦਦ ਲਈ ਕੋਈ ਵਿਅਕਤੀ ਰੱਖ ਸਕਦੇ ਹਾਂ। ਤੁਸੀਂ ਇਸ ਪੱਤਰ ਨੂੰ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿਚ ਲਿਖਾਏ ਜਾਣ ਦੇ ਯੋਗਾਵੀ ਹੋ ਸਕਦੇ ਹੋ। ਮੁਫਤ ਮਦਦ ਲਈ ਕਿਰਪਾ ਕਰਕੇ ਤੁਰੰਤ 1-800-874-1986 ਤੇ ਕਾਲ ਕਰੋ।

Russian:

ВНИМАНИЕ! Можете ли вы прочитать это письмо? Если нет, мы можем помочь вам в этом. Кроме того, это письмо, возможно, доступно на вашем языке. Чтобы получить бесплатную помощь, позвоните прямо сейчас по номеру 1-800-874-1986

Spanish:

IMPORTANTE: ¿Puede leer esta carta? De no ser así, podemos proporcionarle a alguien que le ayude a leerla. También puede recibir esta carta escrita en su idioma. Para obtener ayuda gratuita, llame cuanto antes al 1-800-874-1986.

Tagalog:

MAHALAGA: Nababasa mo ba ang sulat na ito? Kung hindi, maaari kang tulungan ng isang taong mula sa amin upang basahin ito. Maaari mo ring matanggap ang sulat na ito na nakasulat sa wika mo. Para sa libreng tulong, mangyaring tumawag kaagad sa 1-800-874-1986.

Thai:

สำคัญ: คุณอ่านจดหมายฉบับนี้ได้หรือไม่ หากคุณไม่สามารถอ่านจดหมายฉบับนี้ เรามีบุคคลที่สามารถช่วยคุณอ่าน คุณยังสามารถให้จดหมายฉบับนี้เขียนในภาษาของคุณได้อีกด้วย สำหรับการช่วยเหลือที่ไม่มีค่าใช้จ่าย กรุณาติดต่อที่ 1-800-874-1986 ได้ทันที

Vietnamese:

QUAN TRỌNG: Bạn có thể đọc bức thư này ko? Nếu không, chúng ta có thể nhờ ai đó đọc hộ. Bạn cũng có thể nhận thư này bằng ngôn ngữ của quý vị. Để được trợ giúp miễn phí, hãy gọi đến số 1-800-874-1986.