Blue Shield of California Individual and Family Dental PPO Plan

EVIDENCE OF COVERAGE AND HEALTH SERVICE AGREEMENT

This AGREEMENT is issued by California Physicians' Service d/b/a Blue Shield of California ("Blue Shield"), a not for profit health care service Plan, to the Subscriber whose identification cards are issued with this Agreement. In consideration of statements made in the application and timely payment of Dues, Blue Shield of California agrees to provide the benefits of this Agreement.

NOTICE TO NEW SUBSCRIBERS

Please read this Service Agreement carefully. If you have any questions, contact Blue Shield. You may surrender this Agreement by delivering or mailing it with the identification cards, within ten (10) days from the date it is received by you, to BLUE SHIELD OF CALIFORNIA, 50 BEALE STREET, SAN FRANCISCO, CALIFORNIA 94105. Immediately upon such delivery or mailing, the Agreement shall be deemed void from the beginning, and Dues paid will be refunded.

IMPORTANT!

No Person has the right to receive the benefits of this plan for Services or supplies furnished following termination of coverage. Benefits of this plan are available only for Services and supplies furnished during the term it is in effect and while the individual claiming benefits is actually covered by this Agreement or upon renewal. If benefits are modified, the revised benefits (including any reduction in benefits or the elimination of benefits) apply for Services or supplies furnished on or after the effective date of the modification. There is no vested right to receive the benefits of this Agreement.

IFP-DPPSA-000 (1-11)

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Summary of Benefits and Member Copayments

The following chart outlines specific Dental procedures covered by the Plan and the Member's Copayment Responsibility for those procedures. Services are listed with the American Dental Association (ADA) procedure code.

For dental Services received from a Participating Dentist, the Member will be responsible for the amount indicated under the In-Network column.

For dental Services received from a Non-Participating Dentist, the Plan will reimburse the Member up to the maximum amount listed under the Out-of-Network column, and the Member will be responsible for the remainder of the Dentist's Billed Charges.

ADA CODE	PROCEDURE	In Network Member Pays:	Out of Network Max. Plan Payment:
	Diagnostic (Exams and X-Rays) ¹		
0120	Periodic oral exam (Every 6 months)	\$0	\$16
0140	Limited oral evaluation-problem focused	\$0	\$24
0150	Comprehensive oral evaluation	\$0	\$40
0210	Intraoral radiographs - complete series (including bitewings)	\$0	\$56
0220	Intraoral periapical radiograph - first film	\$0	\$16
0230	Intraoral periapical radiograph - each additional film	\$0	\$8
0240	Intraoral occlusal radiograph	\$0	\$28
0270	Bitewing radiograph - single film	\$0	\$14
0272	Bitewing radiograph - two films	\$0	\$20
0274	Bitewing radiograph - four films	\$0	\$24
0330	Panoramic x-ray	\$0	\$40
0431	Adjunctive pre-diagnostic test that aids in detection of mucosal abnormalities	\$0	\$25
0460	Pulp vitality tests	\$0	\$18
0470	Diagnostic casts	\$0	\$40
	Preventive (Cleanings and Fluoride) ¹		
1110	Prophylaxis (Adult) Every 6 months	\$0	\$48
1120	Prophylaxis (Child) Every 6 months	\$0	\$34
1201	Topical application of fluoride including prophylaxis (every 6 months) (covered through age 15)	\$0	\$35
1203	Topical application of fluoride excluding prophylaxis (every 6 months) (covered through age 15)	\$0	\$15
1206	Topical fluoride varnish; therapeutic application for moderate to high risk patient (every 6 months) (covered through age 15)	\$0	\$19
1351	Sealant application per tooth (covered through age 15) Maximum of 1- per adult molars every 24 months	\$0	\$22
1510	Space maintainer – fixed – unilateral	\$0	\$148
1515	Space maintainer – fixed – bilateral	\$0	\$228
1520	Space maintainer – removable – unilateral	\$0	\$200
1525	Space maintainer – removable – bilateral	\$0	\$228
1550	Recementation of space maintainer	\$0	\$25
D1555	Removal of fixed space maintainer	\$0	\$25

ADA CODE	DDOCEDUDE	In Network Member	Out of Network Max. Plan
CODE	PROCEDURE	Pays:	Payment:
	Minor Restorative (Fillings) There is a 3 month waiting period for these procedures.		
2140	Amalgam - permanent, one surface, primary or permanent	\$35	\$28
2150	Amalgam - permanent, two surfaces, primary or permanent	\$43	\$34
2160	Amalgam - permanent, three surfaces, primary or permanent	\$53	\$42
2161	Amalgam - permanent, four surfaces, primary or permanent	\$68	\$54
2330	Resin - one surface (anterior) including acid etch	\$37	\$30
2331	Resin - two surfaces (anterior) including acid etch	\$56	\$44
2332	Resin - three surfaces (anterior) including acid etch	\$68	\$54
2335	Resin - four or more surfaces (anterior) involving incisal angle including acid etch	\$68	\$54
	Major Restorative (Crowns) There is a 12 month waiting period for these procedures.		
2542	Onlay metallic – two surfaces	\$142	\$112
2543	Onlay metallic – three surfaces	\$158	\$124
2544	Onlay metallic – four or more surfaces	\$175	\$138
2642	Onlay – porcelain / ceramic – two surfaces	\$128	\$101
2643	Onlay – porcelain / ceramic – three surfaces	\$150	\$118
2644	Onlay – porcelain / ceramic – four or more surfaces	\$165	\$130
2710	Crown – resin (laboratory)	\$160	\$128
2712	Crown – ¾ resin (laboratory)	\$160	\$160
2740	Crown – porcelain/ceramic substrate	\$265	\$212
2750	Crown – porcelain fused to high noble metal	\$320	\$256
2751	Crown – porcelain fused to predominantly base metal	\$315	\$252
2752	Crown – porcelain fused to noble metal	\$320	\$256
2780	Crown – ¾ cast high noble metal	\$298	\$238
2781	Crown – ¾ cast predominantly base metal	\$298	\$238
2782	Crown – ¾ cast noble metal	\$298	\$238
2790	Crown – full cast high noble metal	\$320	\$256
2791	Crown – full cast predominantly base metal	\$31	\$252
2792	Crown – full cast noble metal	\$35	\$252
2794	Crown – full cast titanium metal	\$320	\$371
2910	Re-cement inlay, onlay, or partial coverage restoration	\$22	\$17
2915	Re-cement cast or prefabricated post and core	\$22	\$22

ADA CODE	PROCEDURE	In Network Member Pays:	Out of Network Max. Plan Payment:
2920	Re-cement crown	\$25	\$20
2930	Crown – prefabricated stainless steel (primary)	\$53	\$42
2931	Crown – prefabricated stainless steel (permanent)	\$59	\$47
2932	Crown – prefabricated resin	\$51	\$41
2934	Crown – prefabricated esthetic coated stainless steel (primary)	\$53	\$53
2940	Sedative filling	\$21	\$16
2950	Crown buildup (including any pins)	\$54	\$43
2951	Pin retention (per tooth) – in addition to restoration	\$28	\$22
2952	Cast post and core (in addition to crown)	\$86	\$69
2953	Each additional cast post – same tooth (with 2952)	\$43	\$33
2954	Prefabricated post with core buildup (in addition to crown)	\$81	\$64
2957	Each additional prefabricated post – same tooth (with 2954)	\$40	\$31
2980	Crown repair	\$50	\$40
	Endodontics (Root Canals) There is a 3 month waiting period for these procedures.		
3110	Pulp cap (direct excluding final restoration)	\$18	\$14
3120	Pulp cap (indirect excluding final restoration)	\$26	\$21
3220	Pulpotomy (excluding final restoration)	\$33	\$26
3310	Root canal therapy - anterior (one canal) (excluding final restoration)	\$156	\$125
3320	Root canal therapy - bicuspid (two canals) (excluding final restoration)	\$188	\$150
3330	Root canal therapy - molar (excluding final restoration)	\$234	\$187
3346	Retreatment of previous root canal therapy – anterior	\$156	\$145
3347	Retreatment of previous root canal therapy – bicuspid	\$188	\$180
3348	Retreatment of previous root canal – molar	\$234	\$227
3351	Apexification / Recalcification (initial visit)	\$73	\$58
3352	Apexification / Recalcification (interim visit)	\$73	\$58
3353	Apexification / Recalcification (final visit)	\$73	\$58
3410	Apioectomy / Periradicular Surgery - Anterior	\$200	\$160
3421	Apioectomy / Periradicular Surgery - Bicuspid, first root	\$200	\$160
3425	Apioectomy / Periradicular Surgery - Molar, first root	\$218	\$174
3426	Apioectomy / Periradicular Surgery - Molar, each add'l root	\$100	\$80
3430	Retrograde filling - per root	\$101	\$80
3450	Root amputation - per root	\$71	\$56
3920	Hemisection (including any root removal; not including root canal therapy.)	\$100	\$80

ADA CODE	PROCEDURE	In Network Member Pays:	Out of Network Max. Plan Payment:
	Periodontics (Gum Disease)		
	There is a 3 month waiting period for these procedures.		
4210	Gingivectomy or gingivoplasty four or more teeth	\$161	\$128
4211	Gingivectomy or gingivoplasty one to three teeth	\$59	\$46
4240	Gingival flap procedure including root planing four or more teeth	\$115	\$92
4241	Gingival flap procedure including root planing one to three teeth	\$69	\$54
4249	Clinical crown lengthening - by report	\$138	\$110
4260	Osseous surgery including flap entry, grafts, and closures four or more teeth per quadrant	\$263	\$210
4261	Osseous surgery including flap entry, grafts, and closures one to three teeth per quadrant	\$158	\$124
4263	Osseous graft (using intra-oral graft tissues)	\$160	\$128
4264	Osseous graft, multiple (using intra-oral graft tissues)	\$203	\$162
4266	Guided tissue regeneration – resorbable barrier per site	\$240	\$192
4267	Guided tissue regeneration – nonresorbable barrier, per site	\$240	\$192
4270	Pedicle soft tissue graft procedure	\$132	\$105
4271	Free soft tissue graft procedure (including donor site surgery)	\$175	\$140
4273	Subepithelial connective tissue graft procedures (per site)	\$259	\$207
4276	Combination connective tissue / double pedicle graft (per site)	\$132	\$170
4341	Periodontal scaling and root planing – four or more teeth / per quadrant	\$65	\$52
4342	Periodontal scaling and root planing – one to three teeth / per quadrant	\$32	\$25
4355	Full mouth debridement before comprehensive treatment (limited to once per 36 months)	\$53	\$42
4910	Periodontal maintenance procedures (limited to two times within 12 months after osseous surgery)	\$33	\$35
9940	Occlusal guards – by report	\$113	\$90
9942	Repair and/or reline of occlusal guard	\$34	\$34
9951	Occlusal adjustment – limited	\$50	\$40
9952	Occlusal adjustment – complete	\$200	\$160
	Prosthetics Removable (Dentures)		, = 0
	There is a 12 month waiting period for these procedures.		
5110	Denture – complete upper	\$388	\$310
5120	Denture – complete lower	\$388	\$310
5130	Denture – immediate upper	\$388	\$310
5140	Denture – immediate lower	\$388	\$310
5211	Denture – upper partial, resin base including conventional clasps, rests and teeth	\$375	\$300

ADA CODE	PROCEDURE	In Network Member Pays:	Out of Network Max. Plan Payment:
5212	Denture – lower partial, resin base including conventional clasps, rests and teeth	\$375	\$300
5213	Denture – upper partial cast metal base, resin saddles, with conventional clasps, rests and teeth	\$450	\$360
5214	Denture – lower partial cast metal base, resin saddles, with conventional clasps, rests and teeth	\$450	\$360
5225	Denture – upper partial, flexible base including clasps, rests, and teeth	\$450	\$495
5226	Denture – lower partial, flexible base including clasps, rests, and teeth	\$450	\$495
5281	Removable unilateral partial denture, one piece cast metal (including clasps and teeth)	\$215	\$172
5410	Adjust complete or partial denture – maxillary	\$28	\$22
5411	Adjust complete or partial denture – mandibular	\$28	\$22
5421	Adjust complete or partial denture – maxillary	\$28	\$22
5422	Adjust complete or partial denture – mandibular	\$28	\$22
5510	Denture repair – complete denture, broken base	\$53	\$42
5520	Denture repair – complete denture, missing or broken teeth (per tooth)	\$53	\$42
5610	Denture repair – acrylic saddle or base	\$53	\$42
5620	Denture repair – cast framework	\$53	\$42
5630	Denture repair – repair or replace clasp	\$69	\$55
5640	Denture repair – broken tooth (per tooth)	\$43	\$34
5650	Add tooth to partial denture	\$43	\$34
5660	Add clasp to partial denture	\$75	\$60
5670	Replace all teeth and acrylic on cast metal framework - maxillary	\$236	\$186
5671	Replace all teeth and acrylic on cast metal framework - mandibular	\$236	\$186
5710	Rebase complete maxillary denture	\$140	\$112
5711	Rebase complete mandibular denture	\$140	\$112
5720	Rebase maxillary partial denture	\$140	\$112
5721	Rebase mandibular partial denture	\$140	\$112
5730	Reline complete maxillary denture - chairside (limited to once per 12 months)	\$80	\$64
5731	Reline complete mandibular denture – chairside (limited to once per 12 months)	\$80	\$64
5740	Reline maxillary partial denture – chairside (limited to once per 12 months)	\$80	\$64
5750	Reline complete maxillary denture – laboratory (limited to once per 12 months)	\$135	\$108
5751	Reline complete mandibular denture – laboratory (limited to once per 12 months)	\$135	\$108
5760	Reline maxillary partial denture – laboratory (limited to once per 12 months)	\$135	\$108
5761	Reline mandibular partial denture – laboratory (limited to once per 12 months)	\$135	\$108

ADA CODE	PROCEDURE	In Network Member Pays:	Out of Network Max. Plan Payment:
5850	Tissue conditioning – maxillary	\$33	\$26
5851	Tissue conditioning – mandibular	\$33	\$26
	Prosthetics Fixed (Bridges) There is a 12 month waiting period for these procedures.		
6210	Bridge pontic – high noble metal	\$293	\$234
6211	Bridge pontic – predominantly base metal	\$293	\$234
6212	Bridge pontic – noble metal	\$293	\$234
6214	Bridge pontic – titanium metal	\$293	\$293
6240	Bridge pontic – porcelain fused to high noble metal	\$293	\$234
6241	Bridge pontic – porcelain fused to predominantly base metal	\$293	\$234
6242	Bridge pontic – porcelain fused to noble metal	\$293	\$234
6545	Retainer- cast metal for resin bonded fixed prosthesis	\$123	\$98
6608	Onlay – porcelain/ceramic, two surfaces	\$128	\$101
6609	Onlay – porcelain/ceramic, three or more surfaces	\$150	\$118
6610	Onlay – cast high noble metal, two surfaces	\$169	\$135
6611	Onlay – cast high noble metal, three or more surfaces	\$185	\$148
6612	Onlay – cast predominately base metal, two surfaces	\$145	\$116
6613	Onlay – cast predominately base metal, three or more surfaces	\$161	\$128
6614	Onlay – cast noble metal, two surfaces	\$153	\$122
6615	Onlay – cast noble metal, three or more surfaces	\$169	\$135
6634	Onlay – titanium	\$185	\$185
6750	Bridge retainer – crown – porcelain / fused to high noble metal	\$313	\$250
6751	Bridge retainer – crown – porcelain / fused to predominantly base metal	\$298	\$238
6752	Bridge retainer – crown – porcelain / fused to noble metal	\$305	\$244
6780	Crown − ¾ cast high noble metal	\$313	\$250
6781	Crown – ¾ cast predominately base metal	\$313	\$250
6782	Crown – ¾ cast noble metal	\$313	\$250
6790	Bridge retainer – crown – full cast high noble metal	\$313	\$250
6791	Bridge retainer – crown – full cast predominantly base metal	\$298	\$233
6792	Bridge retainer – crown – full cast noble metal	\$305	\$244
6794	Bridge retainer - crown titanium metal	\$313	\$378
6930	Recement bridge	\$38	\$30
6970	Cast post and core in addition to fixed bridge retainer	\$97	\$77
6972	Prefabricated post and core in addition to fixed bridge retainer	\$87	\$69

ADA CODE	PROCEDURE	In Network Member Pays:	Out of Network Max. Plan Payment:
6976	Each additional cast post – same tooth (with 6970)	\$49	\$38
6977	Each additional prefabricated post – same tooth (with 6972)	\$43	\$34
	Oral Surgery (Extractions) There is a 3 month waiting period for these procedures.		
7111	Extraction of coronal remnants – deciduous tooth	\$20	\$16
7140	Extraction of erupted tooth or exposed root	\$40	\$32
7210	Surgical removal of erupted tooth	\$63	\$50
7220	Surgical removal of tooth (soft tissue impaction, per tooth)	\$68	\$54
7230	Surgical removal of tooth (partial bony impaction, per tooth)	\$104	\$83
7240	Surgical removal of tooth (complete bony impaction, per tooth)	\$113	\$90
7250	Surgical removal of residual tooth roots (cutting procedures)	\$55	\$44
7260	Oroantral fistula closure	\$70	\$56
7286	Biopsy of oral tissue – soft ²	\$63	\$50
7287	Exfoliative cytological sample collection	\$38	\$30
7288	Brush biopsy transepithelial sample collection	\$32	\$44
7310	Alveoloplasty in conjunction with extractions – per quadrant	\$57	\$46
7320	Alveoloplasty not in conjunction with extractions – per quadrant	\$63	\$50
7471	Removal of lateral exostosis	\$88	\$70
7472	Removal of torus palatinus	\$88	\$70
7473	Removal of torus mandibularis	\$88	\$70
7510	Incision & drainage of abscess – intraoral soft tissue	\$38	\$30
7511	Incision & drainage of abscess – intraoral soft tissue -complicated	\$48	\$65
7550	Partial ostectomy/sequestrectomy for removal of non-vital bone	\$100	\$80
7960	Frenectomy / Frenotomy – separate procedure	\$88	\$70
7963	Frenuloplasty	\$88	\$122
7970	Excision of hyperplastic tissue – per arch ²	\$100	\$80
7971	Excision of pericoronal gingiva ²	\$43	\$34
9220	General anesthesia – first 30 minutes	\$23	\$58
9221	General anesthesia – each additional 15 minutes	\$30	\$24
9241	IV sedation (per half hour)	\$98	\$78
9242	IV sedation (each additional 15 minutes)	\$30	\$24
	Orthodontics (See Orthodontics Footnotes) There is a 12 month waiting period for these procedures.		
8080	Child Fully Banded Case (24 Months)	\$2,350	No Benefit

ADA CODE	PROCEDURE	In Network Member Pays:	Out of Network Max. Plan Payment:
8090	Adult Fully Banded Case (24 Months)	\$2,650	No Benefit
	Additional Procedures		
9110	Palliative treatment	\$25	\$20
9210	Local anesthesia not in conjunction with outpatient surgical procedures	\$0	\$0
9215	Local anesthesia in conjunction with outpatient surgical procedures	\$0	\$0
9310	Consultation (Diagnostic service by non-treating practitioner)	\$30	\$24
9910	Application of desensitizing medicament	\$10	\$8
	Sterilization surcharge ³	\$0	No Benefit
	Additional Periodontal Coverage and Maintenance for Women Dur- ing Pregnancy ¹		
1110	Prophylaxis (Adult) Every 6 months	\$0	100% of Charge
4341	Periodontal scaling and root planing four or more teeth – per quadrant	\$0	100% of Charge
4342	Periodontal scaling and root planing – one to three teeth / per quadrant	\$0	100% of Charge
4910	Periodontal maintenance procedures (limited to two times within 12 months after osseous surgery)	\$0	100% of Charge

Footnotes

- ¹ Services that are considered Diagnostic or Preventive by Blue Shield of California are not subject to the Calendar Year deductible.
- ² The Subscriber pays lab fees for biopsies and excisions.

Orthodontic Footnotes

- 1. Orthodontic treatment is limited to one full case during the lifetime of the Member and consists of 24 continuous months of usual and customary Orthodontic care.
- 2. Full case fee includes consultation, treatment plan, tooth movement, and retention. Orthodontist may charge Members separately for records, limited to \$250 per case.
- 3. For cases requiring less than 24 months, the member copayment will be prorated based on length of treatment.
- 4. If the Plan pays for interceptive therapy, minor tooth movement or other orthodontic treatment prior to fully banded care, the Plan's payment for interceptive therapy, minor tooth movement or other orthodontic treatment will be deducted from the Plan's payment for fully banded care.
- 5. Any orthodontic treatment exceeding 24 months is the responsibility of the patient.
- 6. There is a 12-month waiting period prior to beginning orthodontic treatment.
- 7. Orthodontic services are a fixed patient co-payment and do not apply to your annual \$1,000 in network Plan Maximum.
- 8. No benefits are provided if covered Orthodontic services are performed by a Non-Participating dentist.

³ No benefits are provided if these covered Services are performed by a Non-Participating dentist.

Introduction to the Blue Shield of California Dental PPO Plan -

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS CARE MAY BE OBTAINED.

Your interest in Blue Shield of California Dental PPO Plan is truly appreciated. Blue Shield of California has been serving Californians for over 60 years, and we look forward to serving your dental care needs.

Blue Shield's dental plans are administered by a contracted Dental Plan Administrator (DPA) which is a dental care service plan licensed by the California Department of Managed Health Care and which contracts with Blue Shield to underwrite and administer the delivery of dental services through a network of Participating Dentists.

Before Obtaining Dental Services

You are responsible for assuring that the Dentist you choose is a Participating Dentist. Note: A Participating Dentist's status may change. It is your obligation to verify whether the Dentist you choose is currently a Participating Dentist in case there have been any changes to the list of Participating Dentists. A list of Participating Dentists located in your area, can be obtained by contacting a contracted Dental Plan Administrator at 1-888-679-8928. You may also access a list of Participating Dentists through Blue Shield of California's internet site located at http://www.blueshieldca.com. You are also responsible for following the Pre-certification of Dental Benefits Program that includes obtaining or assuring that the Dentist obtains Pre-certification of Benefits.

NOTE: A contracted Dental Plan Administrator will respond to all requests for pre-certification and prior authorization within 5 business days from receipt of the request. For urgent services in situations in which the routine decision making process might seriously jeopardize the life or health of a Member or when the Member is experiencing severe pain, a contracted Dental Plan Administrator will respond within 72 hours from receipt of the request.

Failure to meet these responsibilities may result in the denial of benefits. However, by following the Pre-certification process both you and the Dentist will know in advance which services are covered and the benefits that are payable.

Participating Dentists

The Blue Shield of California Dental PPO Plan is specifically designed for you to use Participating Dentists. Participating Dentists agree to accept a contracted Dental Plan Administrator's payment, plus your payment of any applicable deductible and copayment, as payment in full for covered services. This is not true of Non-Participating Dentists.

If you go to a Non-Participating Dentist, you will be reimbursed up to a pre-determined maximum amount, for covered services. Your reimbursement may be substantially less than

the billed amount. The Subscriber is responsible for all differences between the amount you are reimbursed and the amount billed by Non-Participating Dentists. It is therefore to your advantage to obtain dental services from Participating Dentists.

Participating Providers submit claims for payment after their services have been rendered. These payments go directly to the Participating Provider. You or your Non-Participating Providers submit claims for reimbursement after services have been rendered. If you receive services from Non-Participating Providers, you have the option of having payments sent directly to the Non-Participating Provider or sent directly to you. A contracted Dental Plan Administrator will notify you of its determination within 30 days after receipt of the claim.

Providers do not receive financial incentives or bonuses from Blue Shield of California.

You may access a Directory of Participating Dentists through Blue Shield of California's Internet site located at http://www.blueshieldca.com. The names of Participating Dentists in your area may also be obtained by contacting a contracted Dental Plan Administrator at 1-888-679-8928.

Continuity of Care by a Terminated Provider

Persons who are being treated for acute dental conditions, serious chronic dental conditions, or who are children from birth to 36 months of age, or who have received authorization from a now-terminated provider for dental surgery or another dental procedure as part of a documented course of treatment can request completion of care in certain situations with a provider who is leaving a contracted Dental Plan Administrator's network of Participating Dentists. Contact Customer Service to receive information regarding eligibility criteria and the policy and procedure for requesting continuity of care from a terminated provider.

Financial Responsibility for Continuity of Care Services

If a Member is entitled to receive Services from a terminated provider under the preceding Continuity of Care provision, the responsibility of the Member to that provider for Services rendered under the Continuity of Care provision shall be no greater than for the same Services rendered by a Participating Dentist in the same geographic area.

Conditions of Coverage

Enrollment

- Enrollment of Subscribers or Dependents is not effective until Blue Shield of California approves an application and accepts the applicable Dues. Applications can only be approved by Blue Shield of California's Underwriting Department.
- 2. An applicant, upon completion and approval by Blue Shield of California of the application, is entitled to the benefits of this Agreement upon the Effective Date.

3. The Effective Date of the benefits of a newborn child will be the date of birth if the Subscriber contacts Blue Shield of California at the Customer Service telephone number listed at the back of this booklet, to have the newborn child added to this Agreement as a Dependent. Such request must be made within 31 days of the newborn child's date of birth. If a request to add the child as a Dependent is not made within 31 days of birth, the coverage for that child shall terminate on the 32nd day.

If the Subscriber wishes to add a newborn child as a Dependent 32 or more days after birth, Blue Shield of California will require the submission of a completed application and the child will be subject to medical underwriting. This may result in the child being declined coverage by Blue Shield of California.

4. The Effective Date of benefits for an adopted child will be the date the Subscriber, spouse, or Domestic Partner has the right to control the child's health care, if the Subscriber requests the child be added to this Agreement as a Dependent. Such request must be made within 31 days of the date the Subscriber, spouse, or Domestic Partner has the right to control the child's health care, the coverage for that child shall terminate on the 32nd day.

To add a child placed for adoption to this Agreement as a Dependent, the Subscriber must contact Blue Shield of California at the Customer Service telephone number listed at the back of this booklet. The Customer Service Department will advise the Subscriber of the exact process for adding a child placed for adoption as a Dependent, including, but not limited to, the necessary documentation and how the documentation shall be submitted to Blue Shield of California.

Enrollment requests for an adopted child must be accompanied by evidence of the Subscriber's or spouse's right to control the child's health care, which includes a facility minor release report, a medical authorization form, or a relinquishment form.

If the Subscriber wishes to add a child placed for adoption as a Dependent 32 or more days after the date the Subscriber, spouse, or Domestic partner has the right to control the child's health care, Blue Shield of California will require the submission of a completed application, and the child will be subject to the medical underwriting. This may result in the child being declined coverage by Blue Shield of California.

5. If a court has ordered that you provide coverage for your spouse or Dependent child under you health benefit plan, their coverage will become effective within 31 days of presentation of a court order by the district attorney or upon presentation of a court order or request by a custodial party, as described in Section 3751.5 of the Family Code.

Limitation of Enrollment

- Subscribers must be Residents of California. Upon change of residence outside of California, the Blue Shield of California Individual and Family Dental PPO Plan will terminate.
- 2. Dependent benefits shall be discontinued as of the following, except as specifically set forth in the definition of Dependent in the section entitled Definitions:
 - a. The date the Dependent child attains age 26; or
 - b. The date the Dependent spouse or Domestic Partner enters a final decree of divorce, annulment, or dissolution of marriage, or termination of domestic partnership from the Subscriber.

Duration of the Agreement

This Agreement shall be renewed upon receipt of pre-paid dues. Renewal is subject to Blue Shield of California's right to amend this Agreement. Any change in dues or benefits, including but not limited to Covered Services, deductible, Copayment, and annual copayment maximum amounts, are effective after 30 days notice from date of mailing to the Subscriber's address of record with Blue Shield of California.

Rescission, Termination, and Reinstatement of the Agreement following Termination for Non-Payment of Dues

This Agreement may be rescinded or terminated as follows:

1. Termination by the Subscriber:

A Subscriber desiring to terminate this Agreement shall give Blue Shield of California 30 days written notice.

2. Termination by Blue Shield of California through rescission:

By signing the enrollment application, you represented that all responses contained in your application for coverage were true, complete and accurate, to the best of your knowledge, and you were advised regarding the consequences of submitting materially false or incomplete information to Blue Shield of California in your application for coverage, which included rescission of this Agreement. By signing the enrollment application you further agreed to comply with the terms of this Agreement.

To determine whether or not you would be offered enrollment through this Agreement, Blue Shield of California reviewed your medical history based on the information you provided in your enrollment application, including the health history portion of your enrollment application and any supplemental information that Blue Shield of California determined was necessary to evaluate your medical history and status. This process is called medical underwriting.

To the extent permitted by applicable law, Blue Shield of California has the right to rescind this Agreement if the information contained in the application or otherwise provided to Blue Shield of California by you or anyone acting on your behalf in connection with the application was materially inaccurate or incomplete. This Agreement also may be rescinded if you or anyone acting on your behalf failed to disclose to Blue Shield of California any new or changed facts arising after the application was submitted but before this Agreement was issued, when those facts pertained to matters inquired about in the application.

If after enrollment, Blue Shield of California investigates your application information, we will not rescind this Agreement without first notifying you of the investigation and offering you an opportunity to respond. This Agreement also may be rescinded if, in conjunction with any investigation of your eligibility for coverage, you fail or refuse to provide Blue Shield of California with access to medical documents or information, including signing authorizations needed to obtain copies of medical records.

If this Agreement is rescinded, it means that the Agreement is voided retroactive to its inception as if it never existed. This means that you will lose coverage back to the original effective date. If the Agreement is properly rescinded, Blue Shield of California will refund any dues payments you made, but, to the extent permitted by applicable law, may reduce that refund by the amount of any medical expenses that Blue

Shield of California paid under the Agreement or is otherwise obligated to pay. In addition, Blue Shield of California may, to the extent permitted by California law, be entitled to recoup from you all amounts paid by Blue Shield of California under the Agreement.

If this Agreement is rescinded, Blue Shield of California will provide a written notice that will: (a) explain the basis of the decision and your appeal rights, including your right to request assistance from the California Department of Managed Health Care; (b) clarify that those members whose application information was not false or incomplete are entitled to new coverage without medical underwriting, and will explain how those members may obtain this coverage; and (c) explain that the monthly dues for those members will be determined based on the number of members that remain as Blue Shield of California members.

3. Termination by Blue Shield of California through cancellation:

Blue Shield of California may cancel this Agreement immediately upon written notice for the following reasons:

- a. Fraud or deception in obtaining, or attempting to obtain, benefits under this Agreement;
- b. Knowingly permitting fraud or deception by another person in connection with this Agreement, such as, without limitation, permitting someone else to seek benefits under this Agreement, or improperly seeking payment from Blue Shield of California for benefits provided;
- c. Abusive or disruptive behavior which: (1) threatens the life or well being of Blue Shield of California personnel and providers of Services; or (2) substantially impairs the ability of Blue Shield of California to arrange for Services to the Person; or (3) substantially impairs the ability of providers of

Service to furnish Services to the Person or to other patients;

- Failure or refusal to provide Blue Shield of California access to documents and other information necessary to determine eligibility or to administer benefits under the Plan; or
- e. Rescission of this Agreement otherwise would be permitted under California law, but rescission of this Agreement would not be permitted under Federal law.

Cancellation of the Agreement under this section will terminate the Agreement effective as of the date that written notice of termination is mailed to the Subscriber. It is not retroactive to the original Effective date of the Agreement.

4. Termination by Blue Shield of California if Subscriber moves out of service area:

Blue Shield of California may cancel this Agreement upon thirty (30) days written notice if the Subscriber moves out of California. See the section entitled Transfer of Coverage for additional information.

Within 30 days of the notice of cancellation under sections 3 or 4, above, Blue Shield of California shall refund the prepaid Dues, if any, that Blue Shield of California determines will not have been earned as of the termination date. Blue Shield of California reserves the right to subtract from any such Dues refund any amounts paid by Blue Shield of California for benefits paid or payable by Blue Shield of California after the termination date.

5. Termination by Blue Shield of California due to withdrawal of the Agreement from the market:

Blue Shield of California may terminate this Agreement together with all like Agreements to withdraw it from the market. In such instances you will be given 90 days written notice and the opportunity to enroll on any other individual agreement without regard to health status-related factors.

6. Cancellation by Blue Shield for Subscriber's Nonpayment of Dues:

Blue Shield of California may cancel this Agreement for failure to pay the required Dues, when due. If the Agreement is being cancelled because you failed to pay the required Dues when due, then coverage will end retroactively back to the last day of the month for which Dues were paid. This retroactive period will not exceed 60 days from the date of mailing of the Notice Confirming Termination of Coverage. The Plan will notify you in a Prospective Notice of Cancellation if your Dues have not been received. This notice will provide you with the following information:

- a. That Dues due have not been paid and that the Agreement will be cancelled if you do not pay the required Dues within 15 days from the date the Prospective Notice of Cancellation is mailed;
- b. The specific date and time when coverage for you and all of your Dependants will end if Dues are not paid;
- c. Information regarding the consequences of any failure to pay the Dues within 15 days.

Within five (5) business days of canceling or not renewing the Agreement, the Plan will mail you a Notice Confirming Termination of Coverage, which will inform you of the following:

- a. That the Agreement has been cancelled, and the reasons for cancellation;
- b. The specific date and time when coverage for you and all your Dependents ended;
- Information regarding the availability of reinstatement of coverage under the Agreement.

7. Reinstatement of the Agreement after Termination for Non-Payment:

If the Agreement is cancelled for nonpayment of Dues, Blue Shield of California will permit reinstatement of the Agreement or coverage twice during any twelve-month period, without a change in Dues and without consideration of the medical condition of you or any Dependent, if the amounts owed are paid within 15 days of the date the Notice Confirming Termination of Coverage is mailed to you.

If your request for reinstatement and payment of all outstanding amounts is not received within the required 15 days, or if the Agreement is cancelled for nonpayment of Dues more than twice during the preceding twelve-month period, then Blue Shield of California is not required to reinstate you, and you will need to reapply for coverage. In this case, Blue Shield of California may impose different Dues and consider the medical condition of you and your Dependents.

Renewal of the Agreement

Blue Shield of California shall renew this Plan, except under the following conditions:

- 1. Non-payment of Dues;
- 2. Fraud, misrepresentation, or omission of information on the application;
- 3. Termination of plan type by Blue Shield of California;
- 4. The Subscriber is no longer a Resident of California; or
- 5. If a bona fide association for the Subscriber's coverage under this Agreement, when that Subscriber's membership in the association ceases.

Pre-certification of Dental Benefits

Before any course of treatment expected to cost more than \$250 is started, you should obtain Pre-certification of Benefits. Your Dentist should submit the recommended treatment plan and fees together with appropriate diagnostic X-rays to a

contracted Dental Plan Administrator. A contracted Dental Plan Administrator will review the dental treatment plan to determine the benefits payable under the plan. The benefit determination for the proposed treatment plan will then be promptly returned to the Dentist. When the treatment is completed, your claim form should be submitted to a contracted Dental Plan Administrator for payment determination. A contracted Dental Plan Administrator will notify you of its determination within 30 days after receipt of the claim.

The dental plan provides benefits for covered services at the most cost-effective level of care that is consistent with professionally recognized standards of care. If there are two or more professionally recognized procedures for treatment of a dental condition, this plan will in most cases provide benefits based on the most cost-effective procedure. The benefits provided under this plan are based on these considerations but you and your Dentist make the final decision regarding treatment

Failure to obtain Pre-certification of Benefits may result in a denial of benefits. If the Pre-certification process is not followed, a contracted Dental Plan Administrator will still determine payment by taking into account alternative procedures; services or materials for the dental condition based on professionally recognized standards of dental practice. However, by following the Pre-certification process both you and your Dentist will know in advance which services are covered and the benefits that are payable.

The covered dental expense will be limited to the Allowable Amount for the procedure, service or material which meets professionally recognized standards of quality dental care and is the most cost effective as determined by a contracted Dental Plan Administrator. If you and your Dentist decide on a more costly procedure, service or material than a contracted Dental Plan Administrator determined is payable under the plan, then benefits will be applied to the selected treatment plan up to the benefit maximum for the most cost effective alternative. You will be responsible for any charges in excess of the benefit amount. A contracted Dental Plan Administrator reserves the right to use the services of dental consultants in the Pre-certification review.

Example:

- If a crown is placed on a tooth which can be restored by a filling, benefits will be based on the filling;
- If a semi-precision or precision partial denture is inserted, benefits may be based on a conventional clasp partial denture.

Payment and Subscriber Copayment Responsibilities

Participating Dentists

PLEASE READ THE FOLLOWING SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS, HEALTH CARE MAY BE PROVIDED.

When you receive covered dental services from a Participating Dentist, you will be responsible for a fixed copayment as outlined in the section entitled Summary of Benefits and Member Copayments. Participating Dentists will file claims on your behalf.

Services rendered for Diagnostic and Preventive Care will be paid at 100%, subject to certain limitations as specified in the section entitled Covered Services and Supplies.

Participating Dentists will be paid directly by the plan, and have agreed to accept a contracted Dental Plan Administrator's payment, plus your payment of any applicable deductible or copayment, as payment in full for covered services.

If the covered Member recovers from a third party the reasonable value of covered services rendered by a Participating Dentist, the Participating Dentist who rendered these services is not required to accept the fees paid by a contracted Dental Plan Administrator as payment in full, but may collect from the covered Member the difference, if any, between the fees paid by a contracted Dental Plan Administrator and the amount collected by the covered Member for these services.

Non-Participating Dentists

When you receive covered services from a Non-Participating Dentist, you will be reimbursed up to a specified maximum amount as outlined in the section entitled Summary of Benefits and Member Copayments. You will be responsible for the remainder of the Dentist's billed charges. You should discuss this beforehand with your Dentist if he is not a Participating Dentist. Any difference between a contracted Dental Plan Administrator's or Blue Shield of California's payment and the Non-Participating Dentist's charges are your responsibility. Members are expected to follow the billing procedures of the dental office.

If your receive covered Services from a Non-Participating Dentist, either you or your provider may file a claim using the dental claim form which may be obtained by calling Dental Member Services at:

1-888-679-8928

Only claims for benefits for Enhanced Dental Services for Pregnant Women rendered by Non-Participating Dentists should be sent to: Blue Shield of California
Dental Plan Administrator
Periodontal Coverage for Women during Pregnancy
425 Market Street, 12th. Floor
San Francisco, CA 94105

Claims for all other covered Services rendered by Non-Participating Dentists, should be sent to:

Blue Shield of California Dental Plan Administrator P O Box 272590 Chico, CA 95927-2590

Calendar Year Deductible \$50 per Member

Except as noted, the \$50 Calendar Year deductible applies to all covered Services and supplies furnished by Participating and Non-Participating Dentists ¹. It is the amount that you must pay out of pocket before benefits will be provided for covered Services. This deductible applies separately to each covered Member each calendar year.

¹ The Calendar Year deductible does not apply to those dental Services considered by Blue Shield of California to be Diagnostic or Preventive. Please see the Summary of Benefits for additional information.

Reimbursement Provisions Procedure for Filing a Claim

Claims for covered dental Services should be submitted on a dental claim form which may be obtained from the contracted Dental Plan Administrator or at blueshieldca.com. Have your Dentist complete the form and mail it to the contracted Dental Plan Administrator Service Center shown on the last page of this booklet.

A contracted Dental Plan Administrator will provide payment in accordance with the provisions of this Agreement. You will receive an explanation of benefits after the claim has been processed.

All claims for reimbursement must be submitted to a contracted Dental Plan Administrator within one (1) year after the month in which the service is rendered. A contracted Dental Plan Administrator will notify you of its determination within 30 days after receipt of the claim.

Calendar Year Maximum Payment

Your Plan pays up to a maximum of \$1,000 per Member each Calendar Year for covered Services and supplies provided by Participating Dentists.

Your Plan pays a maximum of \$500 per Member for covered Services and supplies provided by Non-Participating Dentists.

The maximum payment each Calendar Year for covered Services by any combination of Participating and Non-

Participating Dentists is \$1,000. No benefits in excess of this amount will be provided to or on behalf of any Member.

Covered Services and Supplies

Benefits of the plan are provided for services customarily performed by licensed Dentists and oral surgeons for treatment of teeth, jaws and their dependent tissues.

The following services are benefits when provided by a Dentist and when necessary and customary as determined by the standards of generally accepted dental practice.

These benefits are subject to the general limitations and exclusions of the plan. Payments are subject to the dental benefit deductible and to the copayment amounts indicated in the section entitled Summary of Benefits and Member Copayments.

Except as specifically provided herein, services are covered only when rendered by an individual or entity that is licensed or certified by the state to provide health care services and is operating within the scope of that license or certification.

Diagnostic and Preventive Services

Diagnostic and Preventive Services provided by Participating Dentists will be covered at 100%, subject to the limitations in the General Limitations section and are not subject to the \$50 Calendar Year deductible.

Enhanced Dental Benefits for Pregnant Women

This Plan provides additional or enhanced benefits for certain services for women who are pregnant. When the benefits below are available, they are not subject to the Calendar Year Deductible.

- One (1) additional routine adult prophylaxis including periodontal prophylaxis for gingivitis for women during pregnancy. Note: This prophylaxis is in addition to the prophylaxis provided under the section entitled Diagnostic and Preventive Services; and
- 2. One (1) periodontal maintenance visit if warranted by a history of periodontal treatment; and
- 3. One (1) course of up to four (4) quadrants of periodontal scaling and root planing for women during pregnancy with a documented existing periodontal condition ¹.

¹ If these Services are required outside of pregnancy, coverage is available under the section entitled Endodontics, Oral Surgery, Periodontics, and Restorative Services

Basic Services

Endodontics, Oral Surgery, Periodontics and Restorative Services

These Services are covered after three (3) months of continuous coverage under the plan.

Refer to the section entitled Summary of Benefits and Member Copayments for fixed copayments and maximum reimbursement amounts.

Anesthesia — General, intravenous, or inhalation sedation is only a covered benefit when provided in conjunction with a covered oral surgical procedure. See General Limitations and Exclusions section for more details.

Endodontics — Pulp capping; therapeutic pulpotomy — deciduous teeth only (in addition to restoration); vital pulpotomy — deciduous teeth only; apexification; root canals on permanent teeth only, including pulpotomy or other palliative treatment and necessary X-rays and cultures, but excluding final restoration; root canal therapy; apicoectomy (including apical curettage).

Oral Surgery — Extractions; removal of impacted teeth, radical excision of small (to 1.25 cm) non-malignant lesions; other surgical procedures; includes local anesthesia and routine pre and postoperative care.

Palliative — Emergency treatment for relief of pain.

Periodontics — Emergency treatment including but not limited to periodontal abscess and acute periodontitis; root planing (not prophylaxis); subgingival curettage, debridement, gingival and osseous surgery (including post-surgical visits; Amalgam restorations; synthetic restorations (i.e. silicate cement filling, porcelain filling, plastic filling and composite filling); stainless steel crowns when the tooth cannot be restored with a filling material. Onlays, crowns (other than stainless steel); veneers and other laboratory produced restorations and bridges are excluded.

Major Services

These Services are covered after twelve months of continuous coverage under the plan.

Refer to the section entitled Summary of Benefits and Member Copayments for fixed copayments and maximum reimbursement amounts.

Prosthetics — Bridges, dentures, partials and relining or rebasing dentures, adding teeth to partial denture to replace extracted teeth, full and partial denture repairs, stayplate, and special tissue conditioning per denture. No replacement of complete or partial dentures, fixed bridgework or crowns previously covered by the Plan due to loss or theft within sixty (60) months after initial or supplemental placement. This also applies to the damage of any prostheses that is not directly related to faulty lab work. "Prostheses" include retainers, habit appliances and any fixed or removable interceptive orthodontic appliances as well as fixed and removable bridgework.

No replacement of dentures (complete or partial), crowns or fixed bridgework due to provider error. The provider is financially responsible for comparable replacement. If replacement is warranted because of an action by, or the noncompliance of, the patient, that patient is financially liable for replacement of the prosthesis (this includes decay or periodontal disease directly related to patient non-compliance). The Plan will pay for a replacement in this instance after the sixty (60) months waiting period from initial placement has elapsed.

Denture relines (either complete or partial conventional dentures) within six (6) months after insertion of the prosthesis. This service is covered once every twelve months following initial insertion or reline. In the case of immediate full or partial dentures, the final reline must be performed no sooner than eight weeks after tooth extractions and denture insertion. Chair-side tissue conditioners can be used for temporary relief of discomfort and/or to increase retention and be considered palliative treatment. Relines for immediate full and partial dentures will not be covered within two (2) weeks of tooth extraction and prosthesis insertion. One reline for each prosthesis is included in the immediate denture fee between two (2) and six (6) months following insertion.

Cast Restorations — Cast or other laboratory prepared restorations and crowns are covered only when teeth cannot be restored with a filling material. Cast restorations (onlays and other laboratory prepared restorations); crowns (acrylic, composite glass, porcelain and gold); post and cores; crown buildups (on vital or non-vital teeth when functionally necessary). There is no coverage for replacement of an existing crown, onlay, or other cast restoration which is less than five (5) years old. Repair or re-cementing of onlays and crowns, is covered for six (6) months after installation.

Orthodontics — Dental Care Services specifically related to necessary services for the treatment for malocclusion and the proper alignment of teeth are covered, if rendered by a Participating Dental Provider. Orthodontic treatment is limited to one full case during the lifetime of the Member and consists of 24 continuous months of usual and customary Orthodontic care.

The Member must remain eligible throughout the entire course of treatment to receive the full benefit.

General Exclusions and Limitations

General Exclusions

Unless exceptions to the following general exclusions are specifically made elsewhere under this plan, this plan does not provide benefits with respect to:

1. Dental services not appearing on the Summary of Benefits;

- 2. Charges for services in connection with any treatment to the gums for tumors, cysts and neoplasms;
- 3. Charges for implants or the removal of implants (surgically or otherwise) and any appliances and/or crown attached to implants;
- 4. Services incident to any injury or disease arising out of, or in the course of, any employment for salary, wage or profit if such injury or disease is covered by any workers compensation law, occupational disease law or similar legislation. However, if a contracted Dental Plan Administrator or Blue Shield of California provides payment for such services, it shall be entitled to establish a lien upon such other benefits up to the amount paid by a contracted Dental Plan Administrator or Blue Shield of California for the treatment of such injury or disease;
- 5. Charges for vestibuloplasty (i.e., surgical modification of the jaw, gums and adjacent tissues), and for any procedure, service, or supply including office visits, examination, and diagnosis provided directly or indirectly to treat a muscular, neural, or skeletal disorder, diagnostic services and treatment of jaw joint problems by any method. These jaw joint problems include such conditions as temporomandibular joint syndrome (TMJ) and craniomandibular disorders or other conditions of the joint linking the jaw bone and the complex of muscles, nerves and other tissues related to that joint;
- 6. Charges for services performed by a close relative or by a person who ordinarily resides in the Subscriber's or Dependent's home;
- 7. Congenital mouth malformations or skeletal imbalances, including treatment required as the result of Orthognathic surgery, orthodontic treatment, and oral maxillofacial services, associated hospital and facility fees, anesthesia, and radiographic imaging. Congenital anomalies and developmental malformation include but are not limited to: cleft palate; cleft lip; upper or lower jaw malformations (e.g., prognathism);

enamel hypoplasia (defective development); fluorosis (a type of enamel discoloration); treatment involving or required by supernumerary teeth; and anodontia (congenitally missing teeth);

- 8. All prescription and non-prescription drugs;
- Services, procedures, or supplies which are not reasonably necessary for the care of the Member's dental condition according to broadly accepted standards of professional care or which are Experimental or Investigational in nature or which do not have uniform professional endorsement;
- 10. Services and/or appliances that alter the vertical dimension, including, but not limited to, full mouth rehabilitation, splinting, fillings to restore tooth structure lost from attrition, erosion or abrasion, appliances or any other method;
- 11. Procedures which are principally cosmetic in nature, including, but not limited to, bleaching, veneer facings, crowns, personalization or characterization of crowns, bridges and/or dentures;
- 12. The replacement of an appliance (i.e., a denture, partial denture, space maintainer, crown, inlay or onlay, etc.) which has been either lost or stolen within five (5) years of its installation;
- 13. Myofunctional therapy; biofeedback procedures; athletic mouth-guards; precision or semiprecision attachments; denture duplication; treatment of jaw fractures;
- 14. Orthognathic surgery, including but not limited to, osteotomy, ostectomy, and other services or supplies to augment or reduce the upper or lower jaw; charges for services in connection with orthodontia:
- 15. Alloplastic bone grafting materials;
- 16. Bone grafting done for socket preservation after tooth extraction;

- 17. Charges for temporary services are considered an integral part of the final dental service and will not be separately payable;
- 18. Any procedure not performed in a dental office setting;
- 19. Extra-oral grafts (i.e., the grafting of tissues from outside the mouth to oral tissues);
- 20. Dental services performed in a hospital or any related hospital fee;
- 21. Any service, procedure, or supply for which the prognosis for long term success is not reasonably favorable as determined by a contracted Dental Plan Administrator and its dental consultants;
- 22. Services for which the Member is not legally obligated to pay, or for Services for which no charge is made;
- 23. Treatment as a result of accidental injury including setting of fractures or dislocation;
- 24. Treatment for which payment is made by any governmental agency, including any foreign government;
- 25. Charges for prosthetic appliances, fixed or removable, which are related to periodontal treatment;
- 26. Charges for onlays or crowns installed as multiple abutments;
- 27. Charges for dental appointments which are not kept, except as specified under the Summary of Benefits;
- 28. Charges for services incident to any intentionally self-inflicted injury;
- 29. General anesthesia including intravenous and inhalation sedation, except when of dental necessity.

General anesthesia is considered Dentally Necessary when its use is:

- a) In accordance with generally accepted professional standards; and
- b) Not furnished primarily for the convenience of the patient, the attending Dentist, or other provider;
- c) Due to the existence of a specific medial condition.

Patient apprehension or patient anxiety will not constitute Dental Necessity.

A contracted Dental Plan Administrator reserves the right to review the use of general anesthesia to determine Dental Necessity;

- 30. Removal of 3rd molar (wisdom) teeth other than for Dental Necessity. Dental Necessity is defined as a pathological condition which includes horizontal, medial or distal impactions, or cystic sequelae. Removal of wisdom teeth due to pericornitis alone is not dental necessity.
- 31. Periodontal splinting of teeth by any method including, but not limited to, crowns, fillings, appliances or any other method that splints or connects teeth together;
- 32. For services provided by an individual or entity that is not licensed or certified by the state to provide health care services, or is not operating within the scope of such license or certification, except as specifically stated herein; and
- 33. Any service, procedure, or supply which is received or started prior to the patient's effective date of coverage. For the purpose of this limitation, the date on which a procedure shall be considered to have started is defined as follows:
 - a) For full dentures or partial dentures: on the date the final impression is taken,
 - b) For fixed bridges, crowns, inlays, onlays: on the date the teeth are first prepared,
 - c) For root canal therapy: on the later of the date the pulp chamber opened or the date canals are explored to the apex,

- d) For periodontal surgery: on the date the surgery is actually performed,
- e) For all other services: on the date the service is performed.

Orthodontic Limitations & Exclusions

- Charges for services in connection with orthodontia when rendered by a Non-Participating Provider;
- 2. Treatment for a malocclusion that is not causing difficulty in chewing, speech, or overall dental functioning;
- 3. Treatment in progress (after banding) at inception of eligibility;
- 4. Surgical orthodontics (including extraction of teeth) incidental to orthodontic treatment;
- 5. Treatment for myofunctional therapy;
- 6. Changes in treatment necessitated by an accident;
- 7. Treatment for TMJ (Temporomandibular Joint) disorder or dysfunction;
- 8. Special orthodontic appliances, including but not limited to invisalign, lingual or invisible braces, sapphire or clear braces, or ceramic braces which are considered to be cosmetic;
- 9. Replacement of lost or stolen appliance or repair of same if broken through no fault of orthodontist:
- 10. Treatment exceeding twenty-four (24) months;
- 11. In the event of a Member's loss of coverage for any reason, if at the time of loss of coverage the Member is still receiving Orthodontic treatment during the 24 month treatment period, the Member and not a contracted Dental Plan Administrator will be responsible for the remainder of the cost for that treatment, at the participating Orthodontist's Billed Charges, prorated for the number of months remaining;

- 12. If the Member is reinstated after Cancellation, there are no Orthodontic benefits for treatment begun prior to his or her reinstatement effective date:
- 13. There is a twelve (12) month waiting period before beginning orthodontic treatment.

Dental Necessity Exclusion

All services must be of Dental Necessity. The fact that a dentist or other plan Provider may prescribe, order, recommend, or approve a service or supply does not, in itself, determine Dental necessity.

Alternate Benefits Provision

If dental standards indicate that a condition can be treated by a less costly alternative to the service proposed by the attending Dentist, the contracted Dental Plan will pay benefits based upon the less costly service.

General Limitations

The following services, if listed on the Schedule of Benefits, will be subject to Limitations as set forth below:

- 1. One (1) in a six (6) month period:
 - a) Periodic oral exam:
 - b) Routine prophylaxis;
 - c) Fluoride treatment;
 - d) Bitewing x-rays, maximum for (4) per occurrence; and
 - e) Recementations if the crown was provided by other than the original dentist; not eligible if the dentist is doing the recementation of a service he/she provided within twelve months;
- 2. One (1) in twelve (12) month period:
 - a) Denture (complete and partial) relines; and
 - b) Oral cancer screening;
- 3. One in twenty-four (24) months:
 - a) Full mouth debridement:
 - b) Sealants;
 - c) Scaling and root planing per area;
 - d) Occlusal guards;

- e) Full mouth series and panoramic x-rays;
- 4. One (1) in a thirty-six month period:
 - a) Mucogingival surgery per area;
 - b) Osseous surgery per quad;
 - c) Gingival flap per quad;
 - d) Gingivectomy per quad;
 - e) Gingivectomy per tooth;
 - f) Bone replacement grafts for periodontal purposes;
 - g) Guided tissue regeneration for periodontal purposes
- 5. One (1) in a five (5) year period:
 - a) Single crowns;
 - b) Single post and core buildups;
 - c) Crown buildup including pins;
 - d) Prefabricated post and core;
 - e) Cast post and core in addition to crown;
 - f) Complete dentures;
 - g) Partial dentures;
 - h) Fixed partial denture (bridge) pontics;
 - i) Fixed partial denture (bridge) abutments;
 - j) Abutment post and core buildups;
 - k) Diagnostic casts;
- 6. Space maintainers only eligible for Members through age fifteen when used to maintain space as a result of prematurely lost deciduous first and second molars, or permanent first molars that have not, or will never develop;
- 7. Sealants one per tooth per two-year period through age eleven on permanent first and second molars;
- 8. Oral surgery services are limited to removal of teeth, preparation of the mouth for dentures, frenectomy and crown lengthening;
- 9. An Alternate Benefit Provision (ABP) may be applied if a dental condition can be treated by means of a professionally acceptable procedure, which is less costly than the treatment recommended by the dentist. For example, an alternate of a partial denture will be applied when there are bilaterally missing teeth or more than 3 teeth missing in one quadrant or in the ante-

rior region. The ABP does not commit the Member to the less costly treatment. However, if the Member and the dentist choose the more expensive treatment, the Member is responsible for the additional charges beyond those allowed for the ABP;

- 10. General, IV or Inhalation Sedation is covered for:
 - a) 3 or more surgical extractions;
 - b) 1 or more impactions;
 - c) Full mouth or arch alveoloplasty;
 - d) Surgical root recovery from sinus;
 - e) Medical problem contraindicates local anesthesia;

General or IV Sedation is not a covered benefit for dental phobic reasons;

- 11. Restorations, crowns, and onlays covered only if necessary to treat diseased or accidentally fractured teeth;
- 12. Root canal treatment one per tooth per life-time:
- 13. Root canal retreatment one per tooth per lifetime:
- 14. Pupal therapy through age five on primary anterior teeth and through age eleven on primary posterior teeth;
- 15. For mucongingingival surgeries, one (1) site is equal to two (2) consecutive teeth or bonded spaces.

Exception for Other Coverage

A Participating Dentist may seek reimbursement from other third party payors for the balance of its reasonable charges for Services rendered under this Plan.

Reductions – Third-Party Liability

If a covered Member is injured through the act or omission of another person (a "third party"), Blue Shield of California shall, with respect to Services required as a result of that injury, provide the Bene-

fits of the Plan and have an equitable right to restitution or other available remedy to recover the reasonable costs of the Services provided to the covered Member paid by Blue Shield of California or a contracted Dental Plan Administrator on a feefor-service basis.

The covered Member is required to:

- 1. Notify a contracted Dental Plan Administrator or Blue Shield of California in writing of any actual or potential claim or legal action which such covered Member anticipates bringing or has brought against the third party arising from the alleged acts or omissions causing the injury or illness, not later than thirty 30 days after submitting or filing a claim or legal action against the third party; and
- 2. Agree to fully cooperate with a contracted Dental Plan Administrator or Blue Shield of California to execute any forms or documents needed to assist them in exercising their equitable right to restitution or other available remedies; and
- 3. Provide a contracted Dental Plan Administrator or Blue Shield of California with a lien, in the amount of reasonable costs of Benefits provided, calculated in accordance with California Civil Code section 3040. The lien may be filed with the third party, the third party's agent or attorney, or the court, unless otherwise prohibited by law.

A covered Member's failure to comply with 1 through 3, above, shall not in any way, act as a waiver, release, or relinquishment of the rights of Blue Shield.

Limitations for Duplicate Coverage

When you are eligible for Medi-Cal

Your Blue Shield of California plan always provides benefits first.

When you are a qualified veteran

If you are a qualified veteran your Blue Shield of California plan will pay the reasonable value or Blue Shield of California's or a contracted Dental Plan Administrator's Allowable Amount for covered services provided to you at a Veteran's Administration facility for a condition that is not related to military service. If you are a qualified veteran who is not on active duty, your Blue Shield of California plan will pay the reasonable value or Blue Shield of California's, or a contracted Dental Plan Administrator's Allowable Amount for covered services provided to you at a Department of Defense facility, even if provided for conditions related to military service.

When you are covered by another governmental agency

If you are also entitled to benefits under any other federal or state governmental agency, or by any municipality, county, or other political subdivision, the combined benefits from that coverage and your Blue Shield of California contracted Dental Plan will equal, but not exceed, what Blue Shield of California or a contracted Dental Plan Administrator would have paid if you were not eligible to receive benefits under that coverage (based on the reasonable value or Blue Shield of California or a contracted Dental Plan Administrator's Allowable Amount).

Contact the Customer Service department at the telephone number shown at the end of this document if you have any questions about how Blue Shield of California coordinates your plan benefits in the above situations.

Emergency Services

Emergency Services include covered Services to alleviate severe pain or other symptoms or for the diagnosis and treatment of an unforeseen illness or injury that a reasonable person under the circumstances would believe if not treated immediately could lead to serious jeopardy of health or impairment. The determination of whether the situation required Emergency Services will be made retrospectively by a contracted Dental Plan Administrator based upon an objective review that is consistent with professionally recognized standards of care.

If a Member receives Emergency care outside of California, you will be reimbursed up to the maximum amount listed un-

der the Out-of-Network column in section entitled Summary of Benefits and Member Copayments. The Member will be responsible for the remainder of the Dentist's Billed Charges. Whenever possible, the Member should ask the Dentist to bill the Plan directly.

Payment or reimbursement of Emergency care provided to a Member will be made after a contracted Dental Plan Administrator receives documentation of the charges incurred and upon approval by a contracted Dental Plan Administrator of those charges set forth. Except for Emergency care, as noted above, a Member will be responsible for full payment of dental services rendered outside of California. A contracted Dental Plan Administrator will notify the Member of its determination within 30 days from receipt of the claim.

Dues

Monthly Dues are stated in the Appendix. Blue Shield of California offers a variety of options and methods by which you may pay your Dues.

Please call Customer Service at 1-800-431-2809 to discuss these options or visit the Blue Shield of California internet site at http:///www.blueshieldca.com.

Payments by mail are to be sent to:

Blue Shield of California P. O. Box 51827 Los Angeles, CA 90051-6127

Additional Dues may be charged in the event that a State or any other taxing authority imposes upon Blue Shield of California a tax or license fee which is calculated upon base Dues or Blue Shield of California's gross receipts or any portion of either. Dues increase according to the Subscriber's age, as stated in the Appendix. Dues may also increase from time to time as determined by Blue Shield of California. You will receive thirty (30) days written notice of any changes in monthly Dues for this plan.

General Provisions

Plan Interpretation

Blue Shield of California shall have the power and discretionary authority to construe and interpret the provisions of this Agreement, to determine the benefits of this Agreement, and determine eligibility to receive benefits under this Agreement. Blue Shield of California shall exercise this authority for the benefit of all Members entitled to receive benefits under this Agreement.

Commencement or Termination of Coverage

Whenever this Agreement provides for a date of commencement or termination of any part of all of the coverage herein, such commencement or termination shall be effective at 12:01 A. M. Pacific Time of that date.

Claims and Services Review

Blue Shield of California and a contracted Dental Plan Administrator reserve the right to review all claims and services to determine if any exclusion or other limitations apply. Blue Shield of California or a contracted Dental Plan Administrator may use the service of Dentist consultants, peer review committees or professional societies, and other consultants to evaluate claims.

Liability of Subscribers in the Event of Non-Payment by Blue Shield of California

In accordance with Blue Shield of California's established policies, and by statute as of 1975, every contract between a contracted Dental Plan Administrator and its Participating Dentists stipulates that the Subscriber shall not be responsible to the Participating Dentist for compensation for any Services to the extent that they are provided in the Subscriber's medical policy. When Services are provided by a Participating Dentist, the Subscriber is responsible for any applicable deductible or Copayment.

If Services are provided by a Non-Participating Dentist, the Subscriber is responsible for any amount Blue Shield of California does not pay.

When a Benefit specifies a maximum allowance and the Plan's maximum has been reached, the Subscriber is responsible for any charges above the Benefit maximum amounts.

Entire Agreement: Changes

This Agreement, including the appendices, constituted the entire Agreement between parties. Any statement made by a Member shall, in the absence of fraud, be deemed a representation and not a warranty. No changes in this Agreement shall be valid unless approved by a corporate officer of Blue Shield of California and a written endorsement issued. No representative has authority to change this Agreement or to waive any of its provisions.

Benefits, such as covered Services, Calendar Year Benefits, Deductible, Copayment, or Maximum per Member and Family Copayment/Coinsurance Responsibility amounts are subject to change at any time. Blue Shield of California will provide at least 30 days written notice of any such change.

Benefits provided after the Effective Date of any change will be subject to the change. There is no vested right to obtain Benefits.

Choice of Providers

Under this Plan, you have a free choice of any licensed Dentist or oral surgeon including such providers outside of California.

Facilities (Participating Providers)

The names of Participating Dentists in your area may be obtained by contacting a contracted Dental Plan Administrator at 1-888-679-8928.

Notices

Any notice required by this Agreement may be delivered by United States mail, postage pre-paid. Notice to the Subscriber may be mailed to the address appearing on the records of Blue Shield of California and notice to Blue Shield of California may be mailed to:

Blue Shield of California 50 Beale Street San Francisco, CA 94105

Independent Contractors

Providers are neither agents nor employees of the Plan but are independent contractors. In no instance shall the Plan be liable for the negligence, wrongful acts, or omissions of any Member receiving or providing services, including any physician, hospital, or other provider or their employees.

Endorsements and Appendices

Attached to and incorporated in this Agreement by reference are appendices pertaining to Dues. Endorsements may be issued from time to time subject to the notice provisions of the section entitled Duration of the Agreement. Nothing contained in any endorsement shall affect this Agreement, except as expressly provided in the endorsement.

Identification Cards

Identification cards will be issued by Blue Shield of California to all Subscribers.

Possession of a Blue Shield of California Identification Card confers no right to Services or other benefits of this Agreement. To be entitled to Services, the Member must be a Subscriber who has maintained enrollment under the terms of this Agreement.

Statutory Requirements

This Agreement is subject to the Knox-Keene Health Care Services Plan Act, Chapter 2.2 of Division 2 of the California Health and Safety Code and to Title 28 of the California Code of Regulations. Any provision required to be in this Agreement by reason of such Codes shall be binding upon Blue Shield of California whether or not such provision is actually included in this Agreement. In addition, this Agreement is subject to applicable state and federal statutes and regulations, which may include the Health Insurance Portability and Accountability Act. Any provision required to be in this Agreement by reason of such state and federal statutes shall bind the Subscriber and Blue Shield of California whether or not such provision is actually included in this Agreement.

Legal Process

Legal process or service upon Blue Shield of California must be served upon a corporate officer of Blue Shield of California.

Non-Assignability

Coverage or any benefits of this Agreement may not be as-

signed without the written consent of Blue Shield of California.

The coverage and Benefits of this Plan are assignable to Participating and Non-Participating Dentists.

Utilization Review

State law requires that health plans disclose to Subscribers and health plan providers the process used to authorize or deny health care services under the plan. Blue Shield of California has completed documentation of this process ("Utilization Review"), as required under Section 1363.5 of the California Health and Safety Code. To request a copy of the document describing this Utilization Review process, call the Customer Service Department at 1-888-679-8928.

Notice

The Subscriber hereby expressly acknowledges its understanding that this Agreement constitutes a contract solely between the Subscriber and Blue Shield of California (hereafter referred to as "the Plan"), which is an independent corporation operating under a license from the Blue Cross Blue Shield Association ("Association"), an Association of independent Blue Cross and Blue Shield plans, permitting the Plan to use the Blue Shield Service Mark in the State of California and that the Plan is not contracting as the agent of the Association.

The Subscriber further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than the Plan and that neither the Association nor any person, entity, or organization affiliated with the Association shall be held accountable or liable to the Subscriber for any of the Plan's obligations to the Subscriber created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of the Plan, other than those obligations created under other provisions of this Agreement.

Dental Customer Services

Questions about Services, providers, Benefits, how to use this Plan, or concerns regarding the quality of care or access to care that you have experienced should be directed to your Dental Customer Service at the phone number or address which appear below:

1-888-679-8928

Blue Shield of California Dental Plan Administrator 425 Market Street, 12th Floor San Francisco, CA 94105

Dental Customer Service can answer many questions over the telephone.

If the grievance involves a Non-Participating Provider, the Subscriber should contact the appropriate Blue Shield Customer Service Department shown on the last page of this Evidence of Coverage and Health Service Agreement.

Note: Dental Benefit Providers has established a procedure for our Subscribers to request an expedited decision. A Subscriber, Physician, or representative of a Subscriber may request an expedited decision when the routine decision making process might seriously jeopardize the life or health of a Subscriber, or when the Subscriber is experiencing severe pain. Dental Benefit Providers shall make a decision and notify the Subscriber and Physician within 72 hours following the receipt of the request. If you would like additional information regarding the expedited decision process, or if you believe your particular situation qualifies for an expedited decision, please contact the Dental Customer Service Department at the number listed above.

Grievance Process

Members, a designated representative, or a provider on behalf of the Member, may contact the Dental Member Service Department by telephone, letter or online to request a review of an initial determination concerning a claim or service. Members may contact the Dental Member Service Department at the telephone number as noted below. If the telephone inquiry to the Dental Member Service Department does not resolve the question or issue to the Member's satisfaction, the Member may request a grievance at that time, which the Dental Member Service Representative will initiate on the Member's behalf.

Note: You may have the right to receive continued coverage pending the outcome of your grievance. To request continued coverage during your grievance, contact Dental Member Services at the telephone number listed below.

The Member, a designated representative, or a provider on behalf of the Member, may also initiate a grievance by submitting a letter or a completed "Grievance Form". The Member may request this Form from the Dental Member Service Department. If the Member wishes, the Dental Member Service staff will assist in completing the grievance form. Completed grievance forms must be mailed to a contracted Dental Plan Administrator at the address provided below. The Member may also submit the grievance to the Dental Member Service Department online by visiting http://www.blueshieldca.com.

1-888-679-8928

Blue Shield of California Dental Plan Administrator 425 Market Street, 12th Floor San Francisco, CA 94105 A contracted Dental Plan Administrator will acknowledge receipt of a written grievance within 5 calendar days. Grievances are resolved within 30 days.

The grievance system allows Members to file grievances for at least 180 days following any incident or action that is the subject of the Member's dissatisfaction. See the previous Member Service section for information on the expedited decision process.

Department of Managed Health Care Review

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 the number listed on the last pages of this booklet 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-HMO-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, IMR application forms, and instructions online.

In the event that Blue Shield should cancel or refuse to renew the enrollment for you or your Dependents and you feel that such action was due to reasons of health or utilization of Benefits, you or your Dependents may request a review by the Department of Managed Health Care Director.

Confidentiality of Personal and Health Information

Blue Shield of California protects the confidentiality/privacy of your personal and health information. Personal and health information includes both medical information and individually identifiable information, such as your name, address, telephone number, or Social Security Number. Blue Shield of California will not disclose this information without your authorization, except as permitted by law.

A STATEMENT DESCRIBING BLUE SHIELD OF CALIFORNIA'S POLICIES AND PROCEDURES FOR PRESERVING THE

CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST.

Blue Shield of California's policies and procedures regarding our confidentiality/privacy practices are contained in the "Notice of Privacy Practices", which you may obtain either by calling the Customer Service Department at the number listed in the back of this booklet or accessing Blue Shield of California's Internet site located at http://www.blueshieldca.com and printing a copy.

If you are concerned that Blue Shield of California may have violated your confidentiality/privacy rights, or you disagree with a decision we made about access to your personal and health information, you may contact us at:

Correspondence Address:

Blue Shield of California Privacy Official P. O. Box 272540 Chico, CA 95927-2540

Toll-Free Telephone Number:

1-888-266-8080 *E-mail Address:*BlueShieldca_Privacy@BlueShieldca.com

Access to Information

Blue Shield of California may need information from medical providers, from other carriers or other entities, or from you, in order to administer benefits and eligibility provisions of this Agreement. You agree that any provider or entity can disclose to Blue Shield of California that information that is reasonably needed by Blue Shield of California. You agree to assist Blue Shield of California in obtaining this information, if needed, (including signing any necessary authorizations) and to cooperate by providing Blue Shield of California with information in your possession. Failure to assist Blue Shield of California in obtaining necessary information or refusal to provide information reasonably needed may result in the delay or denial of benefits until the necessary information is received. Any information received for this purpose by Blue Shield of California will be maintained as confidential and will not be disclosed without your consent, except as otherwise permitted by law.

Public Participation Procedure

This procedure enables you to participate in establishing public policy of Blue Shield of California. It is not to be used as a substitute for the grievance procedure complaints, inquiries or requests for information.

Public policy means acts performed by a plan or its employees and staff to assure the comfort, dignity, and convenience of patients who rely on the plan's facilities to provide health care services to them, their families, and the public (Health and Safety Code, Section 1369). At least one third of the Board of Directors of Blue Shield of California is comprised of Subscribers who are not employees, providers, subcontractors or group contract brokers and who do not have financial interests in Blue Shield of California. The names of the members of the Board of Directors may be obtained from:

Sr. Manager, Regulatory Filings Blue Shield of California 50 Beale Street San Francisco, CA 94105

Phone: 1-415 229-5065

Procedure

Your recommendations, suggestions, or comments should be submitted in writing to the Sr. Manager, Regulatory Filings, at the above address, who will acknowledge receipt of your letter.

Your name, address, phone number, Subscriber number, and group number should be included with each communication.

The policy issue should be stated so that it will be readily understood. Submit all relevant information and reasons for the policy issue with your letter.

Policy issues will be heard at least quarterly as agenda items for meetings of the Board of Directors. Minutes of Board meetings will reflect decisions on public policy issues that were considered. If you have initiated a policy issue, appropriate extracts of the minutes will be furnished to you within ten business days after the minutes have been approved.

Definitions

Whenever the following definitions are capitalized in this booklet, they will have the meaning stated below.

Allowable Amount — the Allowance is:

- The amount a contracted Dental Plan Administrator has determined is an appropriate payment for the Service(s) rendered in the provider's geographic area, based upon such factors as evaluation of the value of the Service(s) relative to the value of other Services, market considerations, and provider charge patterns; or
- 2. Such other amount as the Participating Dentist and a contracted Dental Plan Administrator have agreed will be accepted as payment for the Service(s) rendered; or
- 3. If an amount is not determined as described in either 1. or 2. above, the amount a contracted Dental Plan Administrator determines is appropriate considering the particular circumstances and the Services rendered.

Alternate Benefit Provision (ABP) — A provision that allows benefit paid to be based on an alternate procedure, which is professionally acceptable and more cost effective.

Benefits (Covered Services) — those Services which a Member is entitled to receive pursuant to the terms of this Agreement.

Billed Charges — the prevailing rates of the Dental office.

Calendar Year — a period beginning on January 1 of any year and terminating on January 1 of the following year.

Copayment — the amount that a Member is required to pay for certain Services after meeting any applicable deductible.

Covered Services (Benefits) — those Services which a Member is entitled to receive pursuant to the terms of this Agreement.

Deductible – the Calendar Year amount you must pay for specific Covered Services that are a benefit of the Plan before you become entitled to receive certain Benefit payments from the Plan for those Services.

Dental Care Services — Necessary treatment on or to the teeth or gums, including any appliance or device applied to the teeth or gums, and necessary dental supplies furnished incidental to Dental Care Services.

Dental Necessity — Services which are of Dental Necessity include only those which have been established as safe and effective and are furnished in accordance with generally accepted professional standards to treat dental disease or injury, and which, as determined by a contracted Dental Plan Administrator, are:

- 1. Consistent with the symptoms or diagnosis; and
- 2. Not furnished primarily for the convenience of the patient, the attending Dentist or other provider; and
- Furnished at the most appropriate level which can he provided safely and effectively to the patient.

Dental Plan Administrator (DPA) — Blue Shield has contracted with the Plan's Dental Plan Administrator (DPA). A DPA is a dental care service plan licensed by the California Department of Managed Health Care which contracts with Blue Shield to underwrite and administer delivery of dental services through a network of Participating Dentists. A DPA also contracts with Blue Shield to serve as a claims administrator for the processing of claims for services received from Non-Participating Dentists.

Dentist — a duly licensed Doctor of Dental Surgery or other practitioner who is legally entitled to practice dentistry in the state of California.

Dependent —

- A Subscriber's legally married spouse or Domestic Partner who is:
 - a. A Resident of California (unless a full-time student);
 - b. Not covered for Benefits as a Subscriber; and

- c. Not legally separated from the Subscriber; or
- 2. A Subscriber's Domestic Partner who is:
 - a. Not covered for Benefits as a Subscriber; and
 - b. A Resident of California.
- 3. A Subscriber's, spouse's, or Domestic Partner's child (including any stepchild or child placed for adoption or any other child for whom the Subscriber, spouse, or Domestic Partner has been appointed as a non-temporary legal guardian by a court of appropriate legal jurisdiction), who is not covered for Benefits as a Subscriber, who is:
 - a. A Resident of California; and
 - b. Less than 26 years of age; or

And who has been enrolled and accepted by Blue Shield of California as a Dependent and has maintained membership in accordance with this Agreement.

Note: Children of Dependent children (i.e. grandchildren of the Subscriber, spouse, or Domestic Partner) are not Dependents unless the Subscriber, spouse, or Domestic Partner has adopted or is the legal guardian of the grandchild.

- 4. If coverage for a Dependent child would be terminated because of the attainment of age 26 and the Dependent child is disabled, benefits for such Dependent will be continued upon the following conditions:
 - a. The child my be chiefly dependent upon the Subscriber, spouse, or Domestic Partner for support and maintenance and be incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness, or condition;
 - b. The Subscriber, spouse, or Domestic Partner submits to Blue Shield of California a Physician's written certification of disability within 60 days from the date of Blue Shield of California's request; and
 - Thereafter, Certification from a Physician is submitted to Blue Shield of California on the following schedule:
 - Within 24 months after the month when the Dependent would otherwise have been terminated; and
 - ii. Annually thereafter on the same month when certification was made in accordance with item (1) above. In no event will coverage be continued beyond the date when the Dependent child becomes ineligible for coverage under this plan for any reason other than attained age.

Domestic Partner - an individual who is personally related to the Subscriber by a domestic partnership that meets the following requirements:

- 1. Both partners are:
 - a. 18 years of age or older; and
 - b. Of the same or different sex; and
 - c. Residents of California.
- 2. The partners share:

- a. An intimate and committed relationship of mutual caring; and
- b. The same principal residence.
- 3. The partners are:
 - a. Not currently married; and
 - b. Not so closely related by blood that legal marriage or registered domestic partnership would otherwise be prohibited.
- 4. Both partners were mentally competent to consent to a contract when their domestic partnership began.

Dues — the pre-payment that is made to the Plan on behalf of each Member.

Elective Dental Procedure — any dental procedures which are unnecessary to the dental health of the patient, as determined by a contracted Dental Plan Administrator.

Emergency Services — covered Services to alleviate severe pain or other symptoms or for the diagnosis and treatment of an unforeseen illness or injury, which a reasonable person under the circumstances would believe, if not treated immediately could lead to serious jeopardy of health or impairment.

Experimental or Investigational in Nature — any treatment, therapy, procedure, drug or drug usage, facility or facility usage, equipment or equipment usage, device or device usage, or supplies which are not recognized in accordance with generally accepted professional medical/dental standards as being safe and effective for use in the treatment of the illness, injury, or condition at issue. Services which require approval by the Federal government or any agency thereof, or by any State government agency, prior to use and where such approval has not been granted at the time the services or supplies were rendered, shall be considered Experimental or Investigational in Nature. Services or supplies which themselves are not approved or recognized in accordance with accepted professional medical/dental standards, but nevertheless are authorized by law or by a government agency for use in testing, trials, or other studies on human patients, shall be considered Experimental or Investigational in Nature.

Maximum Plan Payment — the maximum amount that the Member will be reimbursed for services obtained from a Non-Participating Dentist.

Participating Dentist — a Doctor of Dental Surgery who has signed a service contract with a contracted Dental Plan Administrator to provide dental services to Members.

Pedodontics — Dental Care Services related to the diagnosis and treatment of conditions of the teeth and mouth in children.

Person / Member — either a Subscriber or Dependent.

Plan — the Blue Shield of California Dental PPO Plan.

Prosthesis — an artificial part, appliance, or device used to replace a missing part of the body.

Prosthodontics — Dental Care Services specifically related to necessary procedures for providing artificial replacements for missing natural teeth.

Resident of California - an individual who spends in the aggregate more than 180 days each year within the State of California and has not established a permanent residence in another state or country.

Subscriber — an individual who satisfies the eligibility requirements of the Agreement, and who is enrolled and accepted by the Plan as a Subscriber, and has maintained Plan membership in accord with this Agreement.

Treatment in Progress — Partially completed dental procedures including prepped teeth, root canals in process of treatment, and full and partial denture cases after final impressions have been taken.

Notice of the Availability of Language Assistance Services

No Cost Language Services. You can get an interpreter. You can get documents read to you and some sent to you in your language. For help, call us at the number listed on your ID card or 1-866-346-7198. English

Servicios de idiomas sin costo. Puede obtener un intérprete. Le pueden leer documentos y que le envien algunos en español. Para obtener ayuda, llámenos al número que figura en su tarjeta de identificación o al 1-866-346-7198. Spanish

免費語言服務·您可獲得口譯員服務。可以用中文把文件唸給您聽,有些文件有中文的版本,也可以把這些文件寄給您。 欲取得協助,請致電您的保險卡所列的電話號碼,或撥打1-866-346-7198與我們聯絡。Chinese

Các Dịch Vụ Trợ Giúp Ngôn Ngữ Miễn Phí. Quý vị có thể được nhận dịch vụ thông dịch. Quý vị có thể được người khác đọc giúp các tài liệu và nhận một số tài liệu bằng tiếng Việt. Để được giúp đỡ, hãy gọi cho chúng tôi tại số điện thoại ghi trên thể hội viên của quý vị hoặc 1-866-346-7198. Vietnamese

무료 통역 서비스. 귀하는 한국어 통역 서비스를 받으실 수 있으며 한국어로 서류를 당독해주는 서비스를 받으실 수 있습니다. 도움이 필요하신 분은 귀하의 ID 카드에 나와있는 안내 전화: 1-866-346-7198 번으로 문의해 주십시오. Korean

Walang Gastos na mga Serbisyo sa Wika. Makakakuha ka ng interpreter o tagasalin at maipababasa mo sa Tagalog ang mga dokumento. Para makakuha ng tulong, tawagan kami sa numerong nakalista sa iyong ID card o sa 1-866-346-7198. Tagalog

Անվճար Լեզվական Ծառայություններ։ Դուք կարող եք թարգման ձեռք բերել և փաստաթղթերը ընթերցել տալ ձեզ համար հայերեն լեզվով։ Օգնության համար մեզ զանգահարեք ձեր ինքնության (ID) տոմսի վրա նշված կամ 1-866-346-7198 համարով։ Armenian

Бесплатные услуги перевода. Вы можете воспользоваться услугами переводчика, и ваши документы прочтут для вас на русском языке. Если вам требуется помощь, звоните нам по номеру, указанному на вашей идентификационной карте, или 1-866-346-7198. Russian

無料の言語サービス 日本語で通訳をご提供し、書類をお読みします。サービスをご希望の方は、エカード記載の番号または1-866-346-7198までお問い合わせください。Japanese

خدمات جانی مربوط به زبان خوانده شوند. برای دربافت او خدمات بک مترجم شفاهی استفاده کنید و بگرئید مدارک به زبان فارسی بر ابنان خوانده شوند. برای دربافت Persian کمک، با ما از طریق شماره نلقی که روی کارت شناسائی شما فید شده است و با این شماره 1-866-346-7198 نماس بگیرید. **برتن شناسائی** شما فید شده است و با این شماره نلقی که روی کارت شناسائی شما فید شده است و با این شماره تا با این شماره نلقی که روی کارت شناسائی شما فید شده است و با این شماره کارت شناسائی شما فید شده است و با این شماره کارت شده است و با این میرون میروند. برای دربافت و با این دربافت و با دربافت

សេវាកម្មភាសាឥតពិតថ្ងៃ ។ អ្នកអាច១ទូលបានអ្នកបកប្រែភាសា និងអានឯកសារជូនអ្នកជា ភាសាខ្មែរ ។ សម្រាប់ជំនួយ សូមទូរស័ត្តមកយើងខ្ញុំតាមលេខដែលមាន បង្ហាញលើប័ណ្ណសំពាល់ខ្លួនរបស់អ្នក ឬលេខ 1-866-346-7198 ។ Khmer

خدمات ترجمة بدون تكلفة. يمكنك الحصول على مترجم وقراءة الوثائق لك باللغة العربية. للحصول على المساعدة، اتصل بنا على الرقم Arabic .1-866-346.7198

Cov Key Pab Txhais Lus Tsis Them Nqi. Koj yuav thov tau kom muaj neeg los txhais lus rau koj thiab kom neeg nyeem cov ntawv ua lus Hmoob. Yog xav tau kev pab, hu rau peb ntawm tus xov tooj nyob hauv koj daim yuaj ID los sis 1-866-346-7198. Hmong

IN WITNESS WHEREOF, this Agreement is executed by Blue Shield of California through its duly authorized Office, to take effect on the Subscriber's effective date.

Mark Gastineau, Senior Vice President

Individual, Small Group, and Government Business Unit

Blue Shield of California

Dental Customer Service Telephone Numbers:

Blue Shield of California Dental Plan Administrator 1-888-679-8928

Blue Shield of California 1-800-431-2809

Dental Customer Service Correspondence Address:
Blue Shield of California
Dental Plan Administrator
Dental Customer Service
425 Market Street, 12th Floor
San Francisco, CA 94105

Claims for all Covered Services should be sent to:
Blue Shield of California
P. O. Box 2722590
Chico, CA 5927-2590