

Combined Evidence of Coverage and Disclosure Form



USING THIS BOOKLET

This combined Evidence of Coverage/Disclosure form discloses the terms and conditions of your coverage and is designed to help you make the most of your Delta Dental program.

Please read this summary of your dental Benefits carefully. Keep in mind that "you" means the enrollees whom Delta covers. "We", "us" and "our" always refers to Delta Dental of California (Delta Dental).

The "DEFINITIONS" section will explain to you any words which have special or technical meanings under your group Contract. A copy of the Contract will be furnished upon request.

If you have any questions about your coverage that are not answered here, please check with your Personnel Office, or call Delta Dental at 1-800-225-3368.

DELTA DENTAL OF CALIFORNIA

P.O. Box 997330
Sacramento, California 95899-7330

For claims, eligibility and benefits inquiries, or additional information, contact Delta Dental's Customer Service Department at:

phone: 1-800-225-3368
web site: www.deltadentalins.com/state

This Combined Evidence of Coverage and Disclosure Form constitutes only a summary of the dental plan. The dental Contract must be consulted to determine the exact terms and conditions of coverage.

A STATEMENT DESCRIBING OUR POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST.

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DEFINITIONS

Certain words that you will see in this booklet have specific meanings. These definitions should make your dental program easier to understand.

Benefits - those dental services available under the Contract and which are described in this booklet.

Contract - the written agreement between the State of California and Delta Dental to provide dental Benefits. The Contract, together with this booklet, specify the terms and conditions of the Benefits you are provided.

Covered Services - those dental services to which Delta Dental will apply Benefit payments, according to the Contract.

Deductible - the amount you must pay for dental care each year before Delta Dental's Benefits begin.

Delta Dental Dentist - a Dentist who has signed an agreement with Delta Dental or a Participating Plan, agreeing to provide services under the terms and conditions established by Delta Dental or the Participating Plan.

Delta Dental PPO Dentist - a Dentist with whom Delta Dental has a written agreement to provide services at the in-network level for Enrollees in this Delta Dental PPO Plan.

Dependent - a Primary Enrollee's Dependent who is eligible to enroll for Benefits in accordance with the conditions of eligibility outlined in this booklet.

Effective Date - the date your coverage begins, after you have completed your enrollment.

Enrollee - a Primary Enrollee or Dependent enrolled to receive Benefits or a person who chooses to pay for OPTIONAL CONTINUATION OF COVERAGE.

Maximum - the greatest dollar amount Delta Dental will pay annually for covered procedures and lifetime for Orthodontic Benefits and Implant Benefits.

Participating Plan - Delta Dental and any other member of the Delta Dental Plans Association with whom Delta Dental contracts for assistance in administering your Benefits.

Premiums - the money paid to Delta Dental each month for you and your Dependents' dental coverage.

Primary Enrollee - any group member or employee who is eligible to enroll for Benefits in accordance with the conditions of eligibility outlined in this booklet.

Single Procedure - a dental procedure to which a separate Procedure Number has been assigned by the American Dental Association in the current version of Common Dental Terminology (CDT).

Usual, Customary and Reasonable (UCR) -

A Usual fee is the amount which an individual dentist regularly charges and receives for a given service or the fee actually charged, whichever is less.

A Customary fee is within the range of usual fees charged and received for a particular service by dentists of similar training in the same geographic area.

A Reasonable fee schedule is reasonable if it is "usual" and "customary." Additionally, a specific fee to a specific patient is reasonable if it is justifiable considering special circumstances, or extraordinary difficulty, of the case in question.

WHO IS COVERED?

All Permanent employees who are appointed half-time or more and Limited Term/TAU employees whose appointment is more than six months; and Permanent Intermittent employees who have been credited with a maximum of 480 hours within a six month control period, and seasonal employees in Bargaining Units 7 (Lifeguard II) and 8 (Firefighters) are eligible under this program.

In the event of a conflict between this booklet and the Dental Care Act or collective bargaining agreements, regarding employee eligibility, the Dental Care Act and collective bargaining agreements will supersede this booklet.

Employees enrolled in Delta Dental may not retain coverage under Delta Dental if they transfer into a bargaining unit that is not eligible for the Delta Dental program.

Annuitants eligible to enroll in Delta Dental are those individuals who retire within 120 days after their date of separation and who are receiving a retirement allowance from the California Public Employee's Retirement System (CalPERS).

24 Month Indemnity Plan Restriction

All eligible newly hired represented employees in Bargaining Units 1 through 21, with the exception of Units 2, 6, 7, 8, 16, 17, 18, and 19 are required to select their dental program coverage from one of the available State-sponsored prepaid dental programs until they have completed 24 consecutive or qualifying months of State service. Eligible prior State employees who have completed 24 consecutive or qualifying months of State service, as determined by their collective bargaining agreements, are eligible for Delta Dental at the time of rehire.

At the end of the 24 month period, those employees who elected a prepaid plan will have 60 days to change their enrollment to Delta Dental. Those employees who chose not to enroll in a prepaid dental plan may elect Delta Dental within 60 days after completing the restriction period.

When Can You Enroll?

Newly hired employees and Permanent Intermittent employees who meet eligibility requirements shall be eligible to enroll in this plan within 60 days from the effective date of the appointment or qualifying control period, or during subsequent open enrollment periods as authorized by the State.

Employees on Approved Leave of Absence

Employees who are eligible when regularly employed and who are on an approved leave of absence have the option of continuing their coverage for themselves and their dependents for up to 12 months from the effective date of such leave by remitting a quarterly payment to Delta Dental to cover three months of coverage. This payment shall be made on a quarterly basis or for the length of the leave, whichever is less. In the event an employee returns to pay status prior to the end of the approved leave, Delta Dental will refund to the employee any overpayments in Premiums paid by the employee. Applicable amounts may be obtained from your Personnel Office. Extensions to the 12 months of coverage may be approved by the employee's Personnel Office and forwarded to Delta Dental along with a new enrollment form.

When an employee wishes to go on leave of absence and maintain dental coverage, the employee must complete the appropriate form. This form is available at the employee's Personnel Office along with complete instructions regarding where and how to submit payment.

Employees who have been ineligible during a leave of absence, and who return to work, will become eligible on the first day of the month following the return to work. Such employees will be considered newly hired employees with respect to the application of Deductibles and Maximums. Services provided during the period such employees were not eligible during a leave of absence shall not be covered by this program.

ENROLLING YOUR DEPENDENTS

Dependents are your lawful spouse or certified domestic partner and children from birth to age 26. Children include natural children, step-children, adopted children, children living in a parent-child relationship who are economically dependent upon the employee, and children of your domestic partner.

Domestic Partners are eligible for Benefits under this program when the domestic partnership 1) is in accordance with California State Law (AB 26, Chapter 588 of Statutes of 1999); 2) has been registered with the Secretary of State's Office; 3) a Statement of Financial Liability has been filed; and 4) is within the requirements and conditions set forth in the collective bargaining agreements.

The eligibility of employees and their dependents may change during the Contract Term following "permitting events" pursuant to the Benefits Administration Manual (Section 500).

A disabled dependent child may continue eligibility if after age 26 subject to the rules set forth under the Department of Personnel Administration Benefits Administrative Manual section 500.

Dependents in the military service are not eligible.

Married couples who are both State employees may not "split" dependent coverage, i.e., all dependent children must be enrolled by one State employee.

If a spouse or dependent enrolls as a State employee, coverage as a dependent must be terminated on the effective date of the enrollment as an employee. There is no dual coverage allowed. Employees, dependents and Annuitants may not have dual coverage by the State of California and the California State University Plan.

Your Dependents may be enrolled when you first become eligible or within 60 days after a qualifying event as determined by the State, or during the annual open enrollment period.

COVERAGE COSTS

Your employer pays Delta Dental monthly Premiums for coverage of you and your enrolled Dependents. If applicable, a payroll deduction is made for your share of the monthly Premiums.

The amount of Premiums may change at each renewal of the Contract between your employer and Delta Dental. Premiums will not increase during the Contract year, unless there is an agreement between your employer and Delta Dental to change the Premiums rate.

WHEN YOU ARE NO LONGER COVERED

1. If you stop working for your employer, your dental coverage will cease at midnight of the last day of the month following the month in which the last State contribution was made, unless you qualify for and pay for OPTIONAL CONTINUATION OF COVERAGE. Your Dependents' coverage ends when yours does, or as soon as they are no longer Dependents, unless they choose to pay for OPTIONAL CONTINUATION OF COVERAGE.
2. When the Contract between Delta Dental and your employer is discontinued or canceled, your coverage ends immediately.

CANCELING THIS PROGRAM

Delta Dental may cancel this program only on an anniversary date (period after the program first takes effect or at the end of each renewal period thereafter), or any time your group does not make payment as required by the Contract.

If you believe that this program has been terminated or not renewed due to your dental status or requirements for dental care services (or that of your Dependents), you may request a review by the Director of the California Department of Managed Health Care.

If the Contract is terminated for any cause, Delta Dental is not required to predetermine services beyond the termination date or to pay for services provided after the termination date, except for Single Procedures begun while the Contract was in effect which are otherwise Benefits under the Contract.

If this program is canceled, you and your Dependents have no right to renewal or reinstatement of your Benefits.

YOUR BENEFITS

Your dental program covers several categories of Benefits, when the services are provided by a licensed dentist, and when they are necessary and customary under the generally accepted standards of dental practice. Delta Dental will provide payment for these services at the percentage indicated. An agreement between the State of California and Delta Dental is required to change Benefits during the term of the Contract.

The following Benefits are limited to the applicable percentages of dentist's fees or allowances specified below. You are required to pay the balance of any such fee or allowance, known as the "patient copayment." If the dentist discounts, waives or rebates any portion of the patient copayment to the Enrollee, Delta Dental only provides as Benefits the applicable allowances reduced by the amount that such fees or allowances are discounted, waived or rebated.

I. Diagnostic and Preventive Benefits

Diagnostic - oral examinations, x-rays, study models, biopsy/tissue examination, emergency treatment, consultation by a specialist

Preventive - prophylaxis (cleaning), topical application of fluoride solution, space maintainers

II. Basic Benefits

Oral Surgery - extractions and certain other surgical procedures, including pre- and post-operative care

Restorative - amalgam, silicate, plastic or resin restorations (fillings) for treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay)

Endodontic - treatment of the tooth pulp

Periodontic - treatment of gums and bones supporting teeth

Sealants - topically-applied acrylic, plastic, or composite material used to seal developmental grooves and pits in teeth for the purpose of preventing dental decay

Adjunctive General Services - general anesthesia; I.V. sedation; office visit for observation; office visit after regularly scheduled hours; therapeutic drug injection; treatment of post-surgical complications (unusual circumstances); limited occlusal adjustment

III. Crowns, Inlays, Onlays and Cast Restoration Benefits

Crowns, Inlays, Onlays and Cast Restorations are Benefits only if they are provided for the treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay) which cannot be restored with amalgam, silicate, plastic or composite (resin) restorations.

IV. Prosthodontic Benefits

Construction or repair of fixed bridges, partial or complete dentures are benefits if provided to replace missing, natural teeth.

V. Orthodontic Benefits

Orthodontics are defined as the procedures performed by a licensed Dentist, involving surgical repositioning of the teeth or jaws in whole or in part and/or the use of an active orthodontic appliance and post-treatment retentive appliances for treatment of mal-alignment of teeth and/or jaws which significantly interferes with their function.

VI. Implants

Prosthetic appliances placed into or on bone or the maxillar or mandible (upper or lower jaw) to retain or support dental prosthesis including endosseous, transosseus, subperiosteal, and endodontic implants, implant connecting bars, implant repairs and implant removal.

BENEFITS FOR SERVICES PROVIDED BY A DELTA DENTAL PPO DENTIST

After you have satisfied the Deductible requirements stated below, the program provides payment of the indicated percentage of the remaining covered fees (see **COVERED FEES**) up to the Maximum of \$2,000 for each Enrollee in each calendar year for the following Benefits:

Diagnostic and Preventive Benefits	100%
Basic Benefits	90%
Crowns, Inlays, Onlays, and Cast Restoration Benefits	80%
Prosthodontic Benefits	60%

For a more complete description of Benefits, refer to **YOUR BENEFITS**. The amount of Benefits payable is subject to **LIMITATIONS** and **EXCLUSIONS**.

Deductible: You must pay the first \$25 of Covered Services for each Enrollee in your family in each calendar year (except for Diagnostic and Preventive Benefits), up to a limit of \$100 per family.

Orthodontic Benefits

The program also provides payment of 50% of the Covered Services for Orthodontic Benefits provided to Enrollees, up to a Maximum of \$1,000 for each Primary Enrollee and his/her enrolled spouse or domestic partner and \$1,500 for each enrolled dependent child. The Maximum amount is in addition to the \$2,000 annual Maximum for other covered Benefits and is a lifetime Maximum. Orthodontic services are not subject to the Deductible, and amounts paid by an Enrollee for orthodontics will not be credited against the Deductible. **Selection of an Orthodontist who is not participating Dentist of Delta Dental could result in a significant reduction for Benefits. For further questions, please contact Delta at 800-225-3368.**

Implant Benefits

The program also provides payment of 50% of the Covered Services for Implant Benefits provided to Enrollees, up to a Maximum of \$2,500 for each Enrollee. The Maximum amount is in addition to the \$2,000 annual Maximum for other covered Benefits and is a lifetime Maximum. The covered Implant Benefits are only available after the dentist has requested and received a predetermination from Delta Dental.

BENEFITS FOR SERVICES PROVIDED BY A NON-DELTA DENTAL PPO DENTIST

After you have satisfied the Deductible requirements stated below, the program provides payment of the indicated percentage of the remaining covered fees (see **COVERED FEES**) up to the Maximum of \$1,000 for each Enrollee in each calendar year for the following Benefits:

Diagnostic and Preventive Benefits	80%
Basic Benefits	80%
Crowns, Inlays, Onlays, and Cast Restoration Benefits	50%
Prosthodontic Benefits	50%

For a more complete description of Benefits, refer to **YOUR BENEFITS**. The amount of Benefits payable is subject to **LIMITATIONS** and **EXCLUSIONS**.

Deductible: You must pay the first \$75 of Covered Services for each Enrollee in your family in each calendar year (except for Diagnostic and Preventive Benefits), up to a limit of \$200 per family.

Orthodontic Benefits

The program also provides payment of 50% of the Covered Services for Orthodontic Benefits provided to Enrollees, up to a Maximum of \$1,000 for each Enrollee. The Maximum amount is in addition to the \$1,000 annual Maximum for other covered Benefits and is a lifetime Maximum. Orthodontic services are not subject to the Deductible, and amounts paid by an Enrollee for orthodontics will not be credited against the Deductible. **Selection of an Orthodontist who is not participating Dentist of Delta Dental could result in a significant reduction for Benefits. For further questions, please contact Delta at 800-225-3368.**

Implant Benefits

The program also provides payment of 50% of the Covered Services for Implant Benefits provided to Enrollees, up to a Maximum of \$2,500 for each Enrollee. The Maximum amount is in addition to the \$1,000 annual Maximum for other covered Benefits and is a lifetime Maximum. The covered Implant Benefits are only available after the dentist has requested and received a predetermination from Delta Dental.

Please refer to the section entitled **COVERED FEES** for additional details.

LIMITATIONS

1. Oral examinations are Benefits only twice in a calendar year when provided under any Delta Dental program.
2. Prophylaxes (cleanings), fluoride treatments or procedures that include cleanings are Benefits only twice in a calendar year when provided under any Delta Dental program. A third cleaning will be allowed for high risk patients including, but not limited to, pregnant women, patients undergoing chemotherapy, and patients with compromising systemic diseases such as diabetes, AIDS, organ transplants and endocarditis. The need for this third cleaning will depend on the severity of the disease that the patient has. The Delta Dental Dentist who is performing the treatment will determine the necessity of the third cleaning and submit proof to Delta Dental.
3. Full mouth x-rays are Benefits only once in a three-year period when provided under any Delta Dental program.

Delta Dental pays for a panoramic x-ray provided as an individual service only after three years have elapsed since any prior panoramic x-ray was provided under any Delta Dental plan.

4. Supplementary bitewing x-rays are Benefits only twice in a calendar year when provided under any Delta Dental program.
5. Periodontal procedures which include cleanings are subject to the same limitations as other cleanings; i.e., cleanings of any kind are Benefits no more than twice in a calendar year when provided under any Delta Dental program. A third cleaning will be allowed for high risk patients including, but not limited to, pregnant women, patients undergoing chemotherapy, and patients with compromising systemic diseases such as diabetes, AIDS, organ transplants and endocarditis. The need for this third cleaning will depend on the severity of the disease that the patient has. The Delta Dental Dentist who is performing the treatment will determine the necessity of the third cleaning and submit proof to Delta Dental.
6. Sealant Benefits include the application of sealants only to permanent posterior molars through age 14 if they are without caries (decay), or restorations on the occlusal surface. Sealant Benefits do not include the repair or replacement of a sealant on any tooth within three years of its application.
7. Crowns, Inlays, Onlays and Cast Restorations are Benefits on the same tooth only once every five years, while you are eligible under any Delta Dental program, unless Delta Dental determines that replacement is required because the restoration is unsatisfactory as a result or poor quality of care, or because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues since the replacement of the restoration.
8. Prosthodontic appliances are Benefits only once every five years, unless Delta Dental determines that there has been such an extensive loss of remaining teeth, or a change in supporting tissues, that the existing appliance cannot be made satisfactory.

9. Delta Dental will pay the applicable percentage of the Dentist's fee for a standard partial denture or a complete denture up to a maximum fee allowance.
10. If orthodontic treatment is begun before the patient becomes eligible for coverage, payments by Delta Dental will begin with the first payment due to the dentist following the employee's eligibility date.
11. Delta Dental's payments will stop when the first payment is due to the dentist following either a loss of eligibility, or if treatment is ended for any reason before it is completed.
12. Delta Dental will not make any payment for repair or replacement of an orthodontic appliance furnished, in whole or in part, under this program.
13. X-rays and extractions that might be necessary for orthodontic treatment are not covered by Orthodontic Benefits, but may be covered under Diagnostic and Preventive or Basic Benefits.
14. Implants are Benefits only when conventional fixed or removable prosthesis cannot provide clinically acceptable service and the patient will derive significantly greater benefit from an implantborne prosthesis.
15. Covered implant procedures are not benefits unless the dentist requests and receives predetermination from Delta Dental. A second opinion may be required from a dentist and at a location selected by Delta Dental before predetermination will be granted.
16. Replacement implants are Benefits only following a five-year period after installation of an original implant provided under any Delta Dental program and are subject to a lifetime Maximum of \$2,500.
17. If a patient selects a more expensive plan of treatment than is customarily provided, or specialized techniques, an allowance will be made for the least expensive, professionally acceptable, alternative treatment plan. Delta Dental will pay the applicable percentage of the lesser fee and the patient is responsible for the remainder of the Dentist's fee. For example: a crown, where a silver filling would restore the tooth, or a precision denture, where a standard denture would suffice.

EXCLUSIONS

Delta Dental covers a wide variety of dental care expenses, but there are some services for which we do not provide Benefits. It is important for you to know what these services are *before* you visit your dentist.

Delta Dental does *not* provide benefits for:

1. Services for injuries or conditions covered by Workers' Compensation or Employer's Liability Laws, or services which are paid by any federal state or local government agency, except Medi-Cal benefits.
2. Services for cosmetic purposes or for conditions that are a result of hereditary or developmental defects, such as cleft palate, upper and lower jaw malformations, congenitally missing teeth, and teeth that are discolored or lacking enamel.
3. Treatment which restores tooth structure that is worn; treatment which rebuilds or maintains chewing surfaces that are damaged because the teeth are out of alignment or occlusion; or treatment which stabilizes the teeth. Examples of such treatment are equilibration and periodontal splinting.

4. Any single procedure, or bridge, denture or other prosthodontic service, which was started prior to the date the participant became eligible for such service.
5. Prescribed drugs, premedication or analgesia, and nitrous oxide.
6. Experimental procedures. A procedure is experimental when there is no consensus on the safety or effectiveness of the technology to date, there is insufficient evidence to determine its appropriateness, or it warrants further study and use of the technology in the specified patient population would be confined largely to research protocols.
7. Charges by any hospital or other surgical or treatment facility and any additional fees charged by the dentist for treatment in any such facility.
8. Anesthesia, except for general anesthesia or I.V. sedation given by a licensed Dentist for Oral Surgery services and select Endodontic and Periodontic procedures.
9. Grafting tissues from outside the mouth to tissue inside the mouth ("extraoral grafts") is not covered unless determined to be medically necessary under the current standards of care and related to a covered procedure that may require tissue grafting as part of the covered procedure.
10. Services for any disturbances of the jaw joints (Temporomandibular joints, or "TMJ") or associated muscles, nerves or tissues.
11. Charges for the replacement or repair of an orthodontic appliance paid in part or in full under this plan.
12. Full or partial dentures that are lost, stolen, or destroyed.
13. Any procedure that is not specifically listed as a covered Benefit.
14. Services provided by relatives are not covered (relative shall be defined as spouse, parent(s), children, sibling(s), uncle or aunt).
15. Charges in excess of UCR fees are not covered.
16. Amounts in excess of the annual maximum and the lifetime Maximum for orthodontics are not covered.
17. Services that do not meet current standards of care are not covered.
18. Services that do not meet dental necessity guidelines as established by Delta Dental based on current standards of care are not covered.
19. Charges for replacement of lost, missing or stolen devices are not covered.
20. Dual coverage through this program for employees of the State, including all represented, excluded/non-represented, confidential/non-represented, exempt, career executive assignment (CEA), employees of the California State University (CSU) and executive appointees, is prohibited.

COVERED FEES

It is to your advantage to select a dentist who is a Delta Dental Dentist, since a lower percentage of the dentist's fees may be covered by this plan if you select a dentist who is not a Delta Dental Dentist. **NOTE: Not all Delta Dental Dentists are Delta Dental PPO Dentists.**

A list of Delta Dental Dentists (see DEFINITIONS) is available using our web site www.deltadentalins.com, or by calling 800-765-6003.

Payment to a Delta Dental PPO Dentist will be based on the applicable percentage of the lesser of the Fee Actually Charged, the dentist's accepted Usual, Customary and Reasonable Fee on file with Delta Dental, or a fee which the dentist has contractually agreed upon with Delta Dental to accept for treating enrollees under this plan.

Payment to a Delta Dental Dentist will be based on the applicable percentage of the lesser of the Fee Actually Charged, or the accepted Usual, Customary and Reasonable fee that the dentist has on file with Delta Dental.

Payment for services by a California dentist, or an out-of-state dentist, who is not a Delta Dental Dentist will be based on the applicable percentage of the lesser of the Fee Actually Charged, or the fee that satisfies the majority of Delta Dental Dentists.

Payment for services by a dentist located outside the United States will be based on the applicable percentage of the lesser of the Fee Actually Charged, or the fee that satisfies the majority of Delta Dental dentists.

CHOICE OF DENTISTS AND PROVIDERS

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

You are free to choose any licensed dentist for treatment, but it is to your advantage to choose either a) a Delta Dental PPO Dentist (PPO) or b) a Delta Dental Dentist.

Three out of four dentists in the U.S. (and 92 percent of California dentists) are **Delta Dental Dentists**. Delta Dental Dentists have an agreement with Delta Dental, which means their fees are pre-approved, they handle claims paperwork free of charge and they call Delta Dental directly with any inquiries. Because Delta Dental pays these dentists directly, you do not need to pay the entire bill and wait for reimbursement. Instead, you pay only the patient portion of the bill. Delta Dental Dentists have treatment forms on hand, which they will complete and submit for you.

Delta Dental PPO Dentists are a select group of Delta Dental Dentists who, in addition to the above convenience, also charge lower fees. There are approximately 41,223 Delta Dental PPO Dentist dental offices around the country, 12,251 in California. When you visit a Delta Dental PPO Dentist, you receive the highest level of Benefits with the lowest out-of-pocket expense. For example, diagnostic and preventive services such as a cleaning are covered at 100% when you visit a Delta Dental PPO Dentist or at 80% when you visit a non-Delta Dental PPO Dentist. Your Deductible is also higher when you go to a non-Delta Dental PPO Dentist: \$75 per person versus \$25 per person for a Delta Dental PPO Dentist.

If you go to a non-Delta Dental Dentist, Delta Dental cannot assure you what percentage of the charged fee may be covered and your costs may be higher. Also, you may be responsible for completing and submitting the claim form. Claims for services from non-Delta Dental Dentists may be submitted to Delta Dental at the address listed on page 1.

To locate a Delta Dental PPO Dentist or a Delta Dental Dentist near you, go to Delta Dental's State web site at www.deltadentalins.com/state and select the dentist directory. Select either Delta Dental PPO or Delta DentalPremier (for a Delta Dental Dentist) and enter your search criteria. You may also call our automated dentist directory service to receive a list of Delta Dental PPO or Delta Dental Dentists at 1-800-427-3237. This list will identify those dentists who can provide care for individuals who have special health care needs.

If you do not select a Delta Dental PPO Dentist but are still interested in finding a non-Delta Dental PPO Dentist, follow the instructions above for locating a Delta Dental Dentist on our web site, but click on the Delta DentalPremier option. While you will not be eligible for the in-network Delta Dental PPO Benefits, you will still be protected by the other advantages of using a Delta Dental Dentist.

Dentists located outside the United States are not Delta Dental Dentists. Claims submitted by out-of-country dentists are translated by Delta Dental staff and the currency is converted to U.S. dollars. Claims submitted by out-of-country dentists for patients residing in California are referred to Delta Dental's Quality Review department for processing. Delta Dental may require a clinical examination to determine the quality of the services provided, and Delta Dental may decline to reimburse you for Benefits if the services are found to be unsatisfactory.

Services from dental school clinics may be provided by students of dentistry or instructors who are not licensed by the State of California.

Services provided by a non-PPO dentist will be paid at the lower out-of-network benefits.

Services may be obtained from any licensed dentist during normal office hours. Emergency services are available in most cases through an emergency telephone exchange maintained by the local dental society which is listed in the local telephone directory.

Delta Dental shares the public and professional concern about the possible spread of HIV and other infectious diseases in the dental office. However, Delta Dental cannot ensure your dentist's use of precautions against the spread of such diseases, or compel your dentist to be tested for HIV or to disclose test results to Delta Dental, or to you. Delta Dental informs its panel dentists about the need for clinical precautions as recommended by recognized health authorities on this issue. If you have questions about your dentist's health status or use of recommended clinical precautions, you should discuss them with your dentist.

CONTINUITY OF CARE

Current Enrollees:

Current Enrollees may have the right to the benefit of completion of care with their terminated Delta Dental Dentist for certain specified dental conditions. Please call Delta Dental's Quality Assessment Department at 415-972-8300 to see if you may be eligible for this benefit. You may request a copy of the Delta Dental's Continuity of Care Policy. You must make a specific request to continue under the care of your terminated Delta Dental Dentist. We are not required to continue your care with that dentist if you are not eligible under our policy or if we cannot reach agreement with your terminated Delta Dental Dentist on the terms regarding your care in accordance with California law.

New Enrollees:

A new Enrollee may have the right to the qualified benefit of completion of care with their non-Delta Dental Dentist for certain specified dental conditions. Please call Delta Dental's Quality Assessment Department at 415-972-8300 to see if you may be eligible for this benefit. You may request a copy of the Delta Dental's Continuity of Care Policy. You must make a specific request to continue under the care of your current provider. We are not required to continue your care with that dentist if you are not eligible under our policy or if we cannot reach agreement with your non-Delta Dental Dentist on the terms regarding your care in accordance with California law. This policy does not apply to new enrollees of an individual subscriber contract.

PUBLIC POLICY PARTICIPATION BY ENROLLEES

Delta Dental's Board of Directors includes Enrollees who participate in establishing Delta Dental's public policy regarding Enrollees through periodic review of Delta Dental's Quality Assessment program reports and communication from Enrollees. Enrollees may submit any suggestions regarding Delta Dental's public policy in writing to: Delta Dental of California, Customer Service Department, P. O. Box 997330, Sacramento, CA 95899-7330.

SAVING MONEY ON YOUR DENTAL BILLS

You can keep your dental expenses down by practicing the following:

1. Comparing the fees of different dentists;
2. Using a Delta Dental PPO Dentist;
3. Having your dentist obtain predetermination from Delta Dental for any treatment over \$300;
4. Visiting your dentist regularly for checkups;
5. Following your dentist's advice about regular brushing and flossing;
6. Avoiding putting off treatment until you have a major problem; and
7. By learning the facts about overbilling. Under this program, you must pay the dentist your copayment share (see YOUR BENEFITS). You may hear of some dentists who offer to accept insurance payments as "full payment." You should know that these dentists may do so by overcharging your program and may do more work than you need, thereby increasing program costs. If you become aware of such a scheme, please notify Delta Dental's Customer Service Department.

YOUR FIRST APPOINTMENT

During your first appointment, be sure to give your dentist the following information:

1. Your Delta Dental group number (on the front of this booklet) is **9946/9947**;
2. The employer's name is the State of California;
3. Primary Enrollee's social security number (which must also be used by Dependents);
4. Primary Enrollee's date of birth;
5. Any other dental coverage you may have.

ACCESSIBILITY AND SERVICES FOR AFTER-HOURS AND URGENT CARE

If you or a family member has special needs, you should ask your dentist about accessibility to their office or clinic at the time you call for an appointment. Your dentist will be able to tell you if their office is accessible taking into consideration the specific requirements of your needs.

Routine or urgent care may be obtained from any licensed dentist during their normal office hours. Delta Dental does not require prior authorization before seeking treatment for urgent or after-hours care. You may plan in advance, for treatment for urgent, emergency or after-hours care by asking your dentist how you can contact the dentist in the event you or a family member may need urgent care treatment or treatment after normal business hours. Many dentists have made prior arrangements with other dentists to provide care to you if treatment is immediately or urgently needed. You may also call the local dental society that is listed in your local telephone directory if your dentist is not available to refer you to another dentist for urgent, emergency or after-hours care.

PREDETERMINATIONS

After an examination, your dentist will talk to you about treatment you may need. The cost of treatment is something you may want to consider. If the service is extensive and involves crowns or bridges, or if the service will cost more than \$300, we encourage you to ask your dentist to request a predetermination.

A predetermination does not guarantee payment. It is an estimate of the amount Delta Dental will pay if you are eligible and meet all the requirements of your program at the time the treatment you have planned is completed.

In order to receive predetermination, your dentist must send a claim form to us listing the proposed treatment. Delta Dental will send your dentist a Notice of Predetermination which estimates how much you will have to pay. After you review the estimate with your dentist and decide to go ahead with the treatment plan, your dentist returns the statement to us for payment when treatment has been completed.

Computations are estimates only and are based on what would be payable on the date the Notice of Predetermination is issued if the patient is eligible. Payment will depend on the patient's eligibility and the remaining annual maximum when completed services are submitted to Delta Dental.

Predetermining treatment helps prevent any misunderstanding about your financial responsibilities. If you have any concerns about the predetermination, let us know before treatment begins so your questions can be answered before you incur any charges.

REIMBURSEMENT PROVISIONS

Delta Dental will pay Delta Dental Dentists directly. Delta Dental of California's agreement with Delta Dental Dentists makes sure that you will not be responsible to the dentist for any money we owe. However, if for any reason we fail to pay a dentist who is not a Delta Dental Dentist, you may be liable for that portion of the cost. If you have selected a non-Delta Dental Dentist, Delta Dental will pay you. Payments made to you are not assignable (in other words, we will not grant requests to pay non-Delta Dental Dentists directly).

Payment for claims exceeding \$500 for services provided by dentists located outside the United States may, at Delta Dental's option, be conditioned upon a clinical evaluation at Delta Dental's request (see Second Opinions). Delta Dental will not pay Benefits for such services if they are found to be unsatisfactory.

Delta Dental does not pay Delta Dental Dentists any incentive as an inducement to deny, reduce, limit or delay any appropriate service. If you wish to know more about the method of reimbursement to Delta Dental Dentists, you may call Delta Dental's Customer Service Department for more information.

Payment for any Single Procedure which is a Covered Service will only be made upon completion of that procedure. Delta Dental does not make or prorate payments for treatment in progress or incomplete procedures. The date the procedure is completed governs the calculation of any Deductible (and determines when a charge is made against any Maximum) under your program.

If there is a difference between what your dentist is charging you and what Delta Dental says your portion should be, or if you are not satisfied with the dental work you have received, contact Delta Dental's Customer Service Department. We may be able to help you resolve the situation.

Delta Dental may deny payment of any claim form for services submitted more than six months after the date the services were provided. If a claim is denied due to a Delta Dental Dentist's failure to make a timely submission, you shall not be liable to that dentist for the amount which would have been payable by Delta Dental (unless you failed to advise the dentist of your eligibility at the time of treatment).

The process Delta Dental uses to determine or deny payment for services is distributed to all Delta Dental Dentists. Delta Dental describes in detail the dental procedures covered as Benefits, the conditions under which coverage is provided, and the limitations and exclusions applicable to the program. Claims are reviewed for eligibility and are paid according to these processing policies. Those claims which require additional review are evaluated by Delta Dental's dental consultants. If any claims are not covered, or if limitations or exclusions apply to services you have received from a Delta Dental Dentist, you will be notified by an adjustment notice on the Notice of Payment or Action. You may contact Delta Dental's Customer Service Department for more information regarding Delta Dental's processing policies.

Delta Dental uses a method called "first-in/first-out" to begin processing your claims. The date we receive your claim determines the order in which processing begins. For example, if you receive dental services in January and February, but we receive the February claim first, processing begins on the February claim first.

Incomplete or missing data can affect the date the claim is paid. If you or your dentist has not provided Delta Dental with all information necessary to complete claim processing, payment could be delayed until any missing or incomplete data is received by Delta Dental.

Unless the services are exempt, you are required to pay the Deductible on the first claim for which processing is completed in a calendar year. Your Deductible is normally paid on the first service subject to a deductible listed on a claim with multiple services.

The order in which your claims are processed and paid by Delta Dental may also impact your annual Maximum. For example, if a claim with a later date of service is paid and your annual Maximum for the year has been reached then a claim with an earlier date of service in the same calendar year will not be paid.

Maximums can also be affected when the amount paid for services provided by Delta Dental PPO Dentists is higher than the maximum paid for services provided by a dentist who is not a Delta Dental PPO dentist. For example, if the Delta Dental PPO Plan's annual Maximum is \$2,000 and the maximum for services provided by a dentist who is not a Delta Dental PPO dentist is \$1,000 and Delta Dental has paid \$1,000 or more dollars for covered dental services, you do not qualify for any further payments for services provided by a dentist who is not a Delta Dental PPO dentist. But, if any other covered services are provided by a Delta Dental PPO Dentist, you qualify for an additional \$1,000.

IF YOU HAVE QUESTIONS ABOUT SERVICES FROM A DELTA DENTAL DENTIST

If you have questions about the services you receive from a Delta Dental Dentist, we recommend that you first discuss the matter with your dentist. If you continue to have concerns, call our Quality Assessment department at 1-800-225-3368. If appropriate, Delta Dental can arrange for you to be examined by one of our consulting dentists in your area. If the consultant recommends the work be replaced or corrected, Delta Dental will intervene with the original dentist to either have the services replaced or corrected at no additional cost to you or obtain a refund. In the latter case, you are free to choose another dentist to receive your full Benefit.

SECOND OPINIONS

Delta Dental obtains second opinions through Regional Consultant members of its Quality Review Committee who conduct clinical examinations, prepare objective reports of dental conditions, and evaluate treatment that is proposed or has been provided.

Delta Dental will authorize such an examination prior to treatment when necessary to make a Benefits determination in response to a request for a Predetermination of treatment cost by a Delta Dental Dentist. Delta Dental will also authorize a second opinion after treatment if an Enrollee has a complaint regarding the quality of care provided. Delta Dental will notify the Enrollee and the treating Delta Dental Dentist when a second opinion is necessary and appropriate, and direct the Enrollee to the Regional Consultant selected by Delta Dental to perform the clinical examination. When Delta Dental authorizes a second opinion through a Regional Consultant, it will pay for all charges.

Enrollees may otherwise obtain second opinions about treatment from any dentist they choose, and claims for the examination may be submitted to Delta Dental for payment. Delta Dental will pay such claims in accordance with the Benefits of the program.

ORGAN AND TISSUE DONATION

Donating organ and tissue provides many societal benefits. Organ and tissue donation allows recipients of transplants to go on to lead fuller and more meaningful lives. Currently, the need for organ transplants far exceeds availability. If you are interested in organ donation, please speak to your physician. Organ donation begins at the hospital when a patient is pronounced brain dead and identified as a potential organ donor. An organ procurement organization will become involved to coordinate the activities.

GRIEVANCE PROCEDURE AND CLAIMS APPEAL

If you have any questions about the services received from a Delta Dental Dentist, we recommend that you first discuss the matter with your Dentist. If you continue to have concerns, you may call or write us. We will provide notifications if any dental services or claims are denied, in whole or part, stating the specific reason or reasons for denial. Any questions of ineligibility should first be handled directly between you and your group. If you have any question or complaint regarding the denial of dental services or claims, the policies, procedures and operations of Delta Dental, or the quality of dental services performed by a Delta Dental Dentist, you may call us toll-free at 1-800-765-6003, contact us on the Internet through the web site: www.deltadentalins.com or write us at P. O. Box 997330, Sacramento, CA 95899-7330, Attention: Customer Service Department.

If your claim has been denied or modified, you may file a request for review (a grievance) with us within 180 days after receipt of the denial or modification. If in writing, the correspondence must include your group name and number, the Primary Enrollee's name and social security number, the inquirer's telephone number and any additional information that would support the claim for benefits. Your correspondence should also include a copy of the treatment form, Notice of Payment and any other relevant information. Upon request and free of charge, we will provide the Enrollee with copies of any pertinent documents that are relevant to the claim, a copy of any internal rule, guideline, protocol, and/or explanation of the scientific or clinical judgment if relied upon in denying or modifying the claim.

Our review will take into account all information, regardless of whether such information was submitted or considered initially. Certain cases may be referred to one of our regional consultants, to a review committee of the dental society or to the state dental association for evaluation. Our review shall be conducted by a person who is neither the individual who made the original claim denial, nor the subordinate of such individual, and we will not give deference to the initial decision. If the review of a claim denial is based in whole or in part on a lack of medical necessity, experimental treatment, or a clinical judgment in applying the terms of the contract terms, we shall consult with a dentist who has appropriate training and experience. The identity of such dental consultant is available upon request.

We will provide the Enrollee a written acknowledgement within five days of receipt of the request for review. We will make a written decision within 30 days of receipt, or inform the Enrollee of the pending status if more information or time is needed to resolve the matter. We will respond, within three days of receipt, to complaints involving severe pain and imminent and serious threat to a patient's health. You may file a complaint with the Department of Managed Health Care after you have completed Delta Dental's grievance procedure or after you have been involved in Delta Dental's grievance procedure for 30 days. You may file a complaint with the Department immediately in an emergency situation, which is one involving severe pain and/or imminent and serious threat to the Enrollee's health.

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 plan at (1-800-765-6003) and use your 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.

IMR is generally not applicable to a dental plan, unless that dental plan covers services related to the practice of medicine or offered pursuant to a contract with a health plan providing medical, surgical or hospital services.

If the group health plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the Enrollee may contact the U.S. Department of Labor, Employee Benefits Security Administration (EBSA) for further review of the claim or if the Enrollee has questions about the rights under ERISA. The Enrollee may also bring a civil action under section 502(a) of ERISA. The address of the U.S. Department of Labor is: U.S. Department of Labor, Employee Benefits Security Administration (EBSA), 200 Constitution Avenue, N.W. Washington, D.C. 20210.

IF YOU HAVE ADDITIONAL COVERAGE

It is to your advantage to let your dentist and Delta Dental know if you have dental coverage in addition to this Delta Dental program. Most dental carriers cooperate with one another to avoid duplicate payments, but still allow you to make use of both programs - sometimes paying 100% of your dental bill. For example, you might have some fillings which cost \$100. If the primary carrier usually pays 80% for these services, it would pay \$80. The secondary carrier might usually pay 50% for this service. In this case, since payment is not to exceed the entire fee charged, the secondary carrier pays the remaining \$20 only. Since this method pays 100% of the bill, you have no out-of-pocket expense.

Be sure to advise your dentist of all programs under which you have dental coverage and have him or her complete the dual coverage portion of the claim form, so that you will receive all benefits to which you are entitled. For further information, contact the Delta Dental Customer Service Department at the number in the **USING THIS BOOKLET** section.

PLAN ADMINISTRATOR

The Plan Administrator is a named fiduciary under this program and shall be responsible for the management and control of this program.

Delta Dental will be responsible for making determinations for Benefits as described in this booklet and for authorizing payment.

FUNDING POLICY AND PAYMENT OF PREMIUMS

The funding policy and method require payment by the employer as specified in the group dental agreement.

Employee/annuitant copayments are required as provided for through collective bargaining or as specified by your employer

Persons electing continued coverage under **OPTIONAL CONTINUATION OF COVERAGE** will be required to pay Premiums on or before the first day of each month of continued coverage. The Premiums for a person who elects continued coverage for himself or herself only shall be the same as those the Employer pays for a single Eligible Employee plus a 2% administrative fee. The Premiums for a person who also elects continued coverage for his or her dependents shall be the same as those for an Eligible Employee with the same number of dependents plus a 2% administrative fee. If Delta Dental fails to receive Premiums payable on the first day of a month within a 30 day grace period thereafter, continued coverage shall be terminated immediately and may not be reinstated by subsequent receipt of Premiums.

OPTIONAL CONTINUATION OF COVERAGE

The federal Consolidated Omnibus Budget Reconciliation Act (or COBRA, pertaining to certain employers having 20 or more employees) and the California Continuation Benefits Replacement Act (or Cal-COBRA, pertaining to employers with two to 19 employees), both require that continued health care coverage be made available to "Qualified Beneficiaries" who lose health care coverage under the group plan as a result of a "Qualifying Event." You may be entitled to continue coverage under this plan, *at your expense*, if certain conditions are met. The period of continued coverage depends on the Qualifying Event and whether you are covered under federal COBRA or Cal-COBRA.

DEFINITIONS

The meaning of key terms used in this section are shown below and apply to both federal and Cal-COBRA.

Qualified Beneficiary means:

1. you and/or your Dependents who are enrolled in the Delta Dental plan on the day before the Qualifying Event, or
2. a child who is born to or placed for adoption with you during the period of continued coverage, provided such child is enrolled within 30 days of birth or placement for adoption.

Qualifying Event means any of the following events which, except for the election of this continued coverage, would result in a loss of coverage under the dental plan:

- Event 1. the termination of employment (other than termination for gross misconduct) or the reduction in work hours, by your employer;
- Event 2. your death;
- Event 3. your divorce or legal separation from your spouse (termination of domestic partnership with the State of California);
- Event 4. your Dependents' loss of dependent status under the plan, and
- Event 5. as to your Dependents only, your entitlement to Medicare.

You means the Primary Enrollee.

PERIODS OF CONTINUED COVERAGE UNDER FEDERAL COBRA

Qualified Beneficiaries may continue coverage for 18 months following the month in which Qualifying Event 1 occurs.

This 18 month period can be extended for a total of 29 months, provided:

1. a determination is made under Title II or Title XVI of the Social Security Act that an individual is disabled on the date of the Qualifying Event or becomes disabled at any time during the first 60 days of continued coverage; and
2. notice of the determination is given to the employer during the initial 18 months of continued coverage and within 60 days of the date of the determination.

This period of coverage will end on the first day of the month that begins more than 30 days after the date of the final determination that the disabled individual is no longer disabled. You must notify Delta Dental within 30 days of any such determination.

If, during the 18 months continuation period resulting from Qualifying Event 1, your Dependents, who are Qualified Beneficiaries, experience Qualifying Events 2, 3, 4, or 5, they may choose to extend coverage for up to a total of 36 months (inclusive of the period continued under Qualifying Event 1).

Your Dependents, who are Qualified Beneficiaries, may continue coverage for 36 months following the occurrence of Qualifying Events 2, 3, 4 or 5.

When an employer has filed for bankruptcy under Title II, United States Code, benefits may be substantially reduced or eliminated for retired employees and their dependents, or the surviving spouse of a deceased retired employee. If this benefit reduction or elimination occurs within one year before or one year after the filing, it is considered a Qualifying Event. If the Primary Enrollee is a retiree, and has lost coverage because of this Qualifying Event, he or she may choose to continue coverage until his or her death. The Primary Enrollee's dependents who have lost coverage because of this Qualifying Event may choose to continue coverage for up to 36 months following the Primary Enrollee's death.

ELECTION OF CONTINUED COVERAGE

A Qualified Beneficiary will have 60 days from a Qualifying Event to give the employer written notice of the election to continue coverage.

Upon receipt of the written notice, the employer will provide a Qualified Beneficiary with the necessary benefits information, monthly Premium charge, enrollment forms, and instructions to allow election of continued coverage. Failure to provide this written notice of election to the employer within 60 days will result in the loss of the right to continue coverage.

A Qualified Beneficiary has 45 days from the written election of continued coverage to pay the initial Premiums to Delta Dental, which includes the Premiums for each month since the loss of coverage. Failure to pay the required Premiums within the 45 days will result in the loss of the right to continue coverage, any Premiums received after that will be returned to the Qualified Beneficiary.

CONTINUED COVERAGE BENEFITS

The Benefits under the continued coverage will be the same as those provided to active employees and their Dependents who are still enrolled in the dental plan. If the employer changes the coverage for active employees, the continued coverage will change as well. Premiums will be adjusted to reflect the changes made.

TERMINATION OF CONTINUED COVERAGE

A Qualified Beneficiary's coverage will terminate at the end of the month in which any of the following events first occurs:

1. the allowable number of consecutive months of continued coverage is reached;
2. failure to pay the required Premiums in a timely manner;
3. the employer ceases to provide any group dental plan to its employees;
4. the individual first obtains coverage for dental Benefits, after the date of the election of continued coverage, under another group health plan (as an employee or Dependent) which does not contain or apply any exclusion or limitation with respect to any pre-existing condition of such a person, if that pre-existing condition is covered under this plan; or
5. entitlement to Medicare;
6. coverage extended to 29 months due to approved disability and determination is made that person is no longer disabled;
7. for cause.

Once continued coverage ends, it cannot be reinstated.

TERMINATION OF THE EMPLOYER'S DENTAL CONTRACT

If the dental contract between the employer and Delta Dental terminates prior to the time that the continuation coverage would otherwise terminate, the employer shall notify a Qualified Beneficiary either 30 days prior to the termination or when all Enrollees are notified, whichever is later, of the ability to elect continuation of coverage under the employer's subsequent dental plan, if any. The continuation coverage will be provided only for the balance of the period that a Qualified Beneficiary would have remained covered under the Delta Dental plan had such plan with the former employer not terminated. The employer shall notify the successor plan in writing of the Qualified Beneficiaries receiving continuation coverage so they may be notified of how to continue coverage. The continuation coverage will terminate if a Qualified Beneficiary fails to comply with the requirements pertaining to enrollment in, and payment of Premiums to the new group benefit plan.

OPEN ENROLLMENT CHANGE OF COVERAGE

A Qualified Beneficiary may elect to change continuation coverage during any subsequent open enrollment period, if the employer has contracted with another plan to provide coverage to its active employees. The continuation coverage under the other plan will be provided only for the balance of the period that a Qualified Beneficiary would have remained under the Delta Dental plan.

NOTICE OF PRIVACY PRACTICES and CONFIDENTIALITY OF YOUR HEALTH CARE INFORMATION

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This notice is required by law to tell you how Delta Dental and its affiliates ("Delta Dental") protect the confidentiality of your health care information in our possession. Protected Health Information (PHI) is defined as any individually identifiable information regarding a patient's medical/dental history; mental or physical condition, or treatment. Some examples of PHI include your name, address, telephone and/or fax number, electronic mail address, social security number or other identification number, date of birth, date of treatment, treatment records, x-rays, enrollment and claims records. Delta Dental receives PHI from you, your provider, your employer if the employer sponsors the dental program, a broker or other person involved in the administration of your program, or other persons listed in this notice. Delta Dental receives, uses and discloses your PHI to administer your benefit plan or as permitted or required by law. Any other disclosure of your PHI without your authorization is prohibited.

We must follow the privacy practices that are described in this notice, but also comply with any stricter requirements under federal or state law that may apply to Delta Dental's administration of your benefits. However, we may change this notice and make the new notice effective for all of your PHI that we maintain. If we make any substantive changes to our privacy practices, we will promptly change this notice and redistribute to you within 60 days of the change to our practices. You may also request a copy of this notice from the privacy official at the plan headquarters that provides your benefits (refer to the Contact section at the end of this notice). You should receive a copy of this notice at the time of enrollment in a Delta Dental program, and we will notify you of how you can receive a copy of this notice every three years.

Permitted Uses and Disclosures of Your PHI

We are permitted to use or disclose your PHI without your prior authorization for the following purposes. These permitted uses and/or disclosures include disclosures to you, uses and/or disclosures for purposes of health care treatment, payment of claims, billing of premiums, and other health care operations. If your benefit program is sponsored by your employer, we may provide PHI to your employer for purposes of administering your benefits unless otherwise prohibited by law. We may disclose PHI to third parties that perform services for Delta Dental in the administration of your benefits. These parties are required by law to sign a contract agreeing to protect the confidentiality of your PHI. Your PHI may be disclosed to an affiliate that performs services for Delta Dental in the administration of your benefits. These affiliates have implemented privacy policies and procedures and comply with applicable federal and state law.

We are also permitted to use and/or disclose your PHI to comply with a valid authorization, to notify or assist in notifying a family member, another person, or a personal representative of your condition, to assist in disaster relief efforts, and to report victims of abuse, neglect, or domestic violence. Other permitted uses and/or disclosures are for purposes of health oversight by government agencies, judicial, administrative, or other law enforcement purposes, information about decedents to coroners, medical examiners and funeral directors, for research purposes, for organ donation purposes, to avert a serious threat to health or safety, for specialized government functions such as military and veterans activities, for workers compensation purposes, and for use in creating summary information that can no longer be traced to you. Additionally, with certain restrictions, we are permitted to use and/or disclose your PHI for fundraising and underwriting. We are also permitted to incidentally use and/or disclose your PHI during the course of a permitted use and/or disclosure, but we must attempt to keep incidental uses and/or disclosures to a minimum. We use administrative, technical, and physical safeguards to maintain the privacy of your PHI, and we must limit the use and/or disclosure of your PHI to the minimum amount necessary to accomplish the purpose of the use and/or disclosure.

Examples of Uses and Disclosures of Your PHI for Treatment, Payment or Healthcare Operations

Such activities may include but are not limited to: processing your claims, collecting enrollment information and premiums, reviewing the quality of health care you receive, providing customer service, resolving your grievances, and sharing payment information with other insurers. Additional examples include the following.

- ✓ Uses and/or disclosures of PHI in facilitating treatment.

For example, Delta Dental may use or disclose your PHI to determine eligibility for services requested by your dentist.

- ✓ Uses and/or disclosures of PHI for payment.

For example, Delta Dental may use and disclose your PHI to bill you or your plan sponsor.

- ✓ Uses and/or disclosures of PHI for health care operations.

For example, Delta Dental may use and disclose your PHI to review the quality of care provided by our network of dentists.

Disclosures Delta Dental Must Make Without an Authorization

We are required to disclose your PHI to you or your authorized personal representative (with certain exceptions), when required by the U. S. Secretary of Health and Human Services to investigate or determine our compliance with law, and when otherwise required by law.

Delta Dental must disclose your PHI without your prior authorization in response to the following:

- ✓ Court order;
- ✓ Order of a board, commission, or administrative agency for purposes of adjudication pursuant to its lawful authority;
- ✓ Subpoena in a civil action;
- ✓ Investigative subpoena of a government board, commission, or agency;
- ✓ Subpoena in an arbitration;
- ✓ Law enforcement search warrant; or
- ✓ Coroner's request during investigations

Disclosures Delta Dental Makes With Your Authorization

Delta Dental will not use or disclose your PHI without your prior authorization if the law requires your authorization. You can later revoke that authorization in writing to stop any future use and disclosure. The authorization will be obtained from you by Delta Dental or by a person requesting your PHI from Delta Dental.

Your Rights Regarding PHI

You have the right to request an inspection of and obtain a copy of your PHI. You may access your PHI by contacting the appropriate Delta Dental plan office from those listed below. You must include (1) your name, address, telephone number and identification number and (2) the PHI you are requesting. Delta Dental may charge a reasonable fee for providing you copies of your PHI. Delta Dental will only maintain that PHI that we obtain or utilize in providing your health care benefits. Most PHI, such as treatment records or X-rays, is returned by Delta Dental to the dentist after we have completed our review of that information. You may need to contact your health care provider to obtain PHI that Delta Dental does not possess.

You may not inspect or copy PHI compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, or PHI that is otherwise not subject to disclosure under federal or state law. In some circumstances, you may have a right to have this decision reviewed. Please contact the appropriate privacy office as noted below if you have questions about access to your PHI.

You have the right to request a restriction of your PHI. You have the right to ask that we limit how we use and disclose your PHI. We will consider your request but are not legally required to accept it. If we accept your request, we will put any limits in writing and abide by them except in emergency situations. You may not limit the uses and disclosures that we are legally required or allowed to make.

You have the right to correct or update your PHI. This means that you may request an amendment of PHI about you for as long as we maintain this information. In certain cases we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal. If your PHI was sent to us by another, we may refer you to that person to amend your PHI. For example, we may refer you to your dentist to amend your treatment chart or to your employer, if applicable, to amend your enrollment information. Please contact the appropriate privacy office as noted below if you have questions about amending your PHI.

You have the right to request or receive confidential communications from us by alternative means or at a different address. We will agree to a reasonable request if you tell us that disclosure of your PHI could endanger you. You may be required to provide us with a statement of possible danger, a different address, another method of contact or information as to how payment will be handled. Please make this request in writing to the appropriate privacy office as noted below.

You have the right to receive an accounting of certain disclosures we have made, if any, of your PHI. This right does not apply to disclosures for purposes of treatment, payment, or health care operations or for information we disclosed after we received a valid authorization from you. Additionally, we do not need to account for disclosures made to you, to family members or friends involved in your care, or for notification purposes. We do not need to account for disclosures made for national security reasons or certain law enforcement purposes, disclosures made as part of a limited data set, incidental disclosures, or disclosures made prior to April 14, 2003. Please contact the appropriate privacy office as noted below if you would like to receive an accounting of disclosures or if you have questions about this right.

You have the right to get this notice by E-Mail. You have the right to get a copy of this notice by e-mail. Even if you have agreed to receive notice via e-mail, you also have the right to request a paper copy of this notice.

Complaints

You may complain to us or to the U. S. Secretary of Health and Human Services if you believe that Delta Dental has violated your privacy rights. You may file a complaint with us by notifying the appropriate privacy office as noted below. We will not retaliate against you for filing a complaint.

Contact

You may contact the appropriate Privacy Department at the address and telephone number listed below for further information about the complaint process or any of the information contained in this notice.

Subscriber Services

P. O. Box 997330

Sacramento, CA 95899-7330

(877) 335-8273

IMPORTANT: Can you read this document? If not, we can have somebody help you read it. For free help, please call Delta Dental at 1-800-765-6003. You may also be able to receive this document in Spanish or Chinese.

IMPORTANTE: ¿Puede leer este documento? Si no, podemos ayudarle. Para obtener ayuda gratis, llame a Delta Dental al 1-800-765-6003. También puede recibir este documento en español o chino.

重要通知：您能讀這份文件嗎？如有問題，我們可請他人協助您。如需免費協助，請電Delta Dental 1-800-765-6003 您也能取得這份文件的西班牙文或中文譯本。

