

Combined Evidence of Coverage and Disclosure Form



USING THIS BOOKLET

This booklet has been written with you in mind. It is designed to help you make the most of your Delta Dental plan. This combined Evidence of Coverage/Disclosure form discloses the terms and conditions of your coverage.

The Combined Evidence of Coverage/Disclosure form should be read completely and carefully and individuals with special health care needs should read carefully those sections that apply to them (see CHOICE OF DENTISTS AND PROVIDERS section). You have a right to review it prior to your enrollment.

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

Please read this summary of your dental Benefits carefully. Keep in mind that YOU means the ENROLLEES whom Delta Dental covers. WE, US and OUR always refers to Delta Dental of California (Delta Dental).

If you have any questions about your coverage that are not answered here, please check with your personnel office, or with Delta Dental.

DELTA DENTAL OF CALIFORNIA
100 First Street
San Francisco, CA 94105

For claims, eligibility and benefits inquiries, or additional information, call Delta Dental's Customer Service department toll-free at: 800-765-6003 or contact us on our web site: www.deltadentalins.com.

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

This Combined Evidence of Coverage/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.

TABLE OF CONTENTS

DEFINITIONS.....	3
WHO IS COVERED?.....	4
ENROLLMENT PROCEDURES.....	4
COVERAGE EFFECTIVE DATE.....	4
WHO ARE YOUR ELIGIBLE DEPENDENTS?	6
ENROLLING YOUR DEPENDENTS.....	6
SPOUSE OR DOMESTIC PARTNER AND DEPENDENT PROOF OF ELIGIBILITY	6
DUAL ENROLLMENT	6
WHEN YOU ARE NO LONGER COVERED	6
CANCELING THIS PLAN	7
YOUR BENEFITS	7
LIMITATIONS.....	9
EXCLUSIONS/SERVICES WE DO NOT COVER.....	10
DEDUCTIBLE.....	11
COVERED FEES	11
CHOOSING YOUR DENTIST	11
CONTINUITY OF CARE.....	12
PUBLIC POLICY PARTICIPATION BY ENROLLEES	12
SAVING MONEY ON YOUR DENTAL BILLS.....	13
YOUR FIRST APPOINTMENT	13
ACCESSIBILITY AND SERVICES FOR AFTER-HOURS AND URGENT CARE.....	13
PREDETERMINATIONS.....	14
REIMBURSEMENT PROVISIONS	14
IF YOU HAVE QUESTIONS ABOUT SERVICES FROM A DELTA DENTAL DENTIST.....	15
SECOND OPINIONS	15
ORGAN AND TISSUE DONATION.....	16
GRIEVANCE PROCEDURE AND CLAIMS APPEAL.....	16
RIGHT TO RECEIVE AND RELEASE INFORMATION	17
IF YOU HAVE ADDITIONAL COVERAGE	17
OPTIONAL CONTINUATION OF COVERAGE	18
NOTICE OF PRIVACY PRACTICES: CONFIDENTIALITY OF YOUR HEALTHCARE INFORMATION	21

DEFINITIONS

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

Attending Dentist's Statement - a form used by your dentist to request payment for dental treatment or predetermination for proposed dental treatment.

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

Contract - the written agreement between your employer or sponsoring group and Delta Dental to provide dental Benefits. The Contract, together with this booklet, forms the terms and conditions of the Benefits you are provided.

County - County of San Bernardino.

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 Delta Dental Dentist who meets the criteria for the Delta Dental PPO plan and has made a special agreement with Delta Dental to participate in this plan, or a Delta Dental Dentist who specializes in oral surgery, endodontia and periodontia.

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

Domestic Partner - is a person who, together with the Eligible Employee, has affirmed a domestic partnership with the County as defined by the County of San Bernardino.

Effective Date - the date this plan begins, January 1, 2010.

Enrollee - a Primary Enrollee, his or her Spouse or Domestic Partner or Dependent enrolled to receive Benefits or a person who chooses to pay for OPTIONAL CONTINUATION OF COVERAGE (COBRA).

Enrollment/Change Form - means the form used to enroll or change Benefit coverage for enrolled Retirees, Spouses, Domestic Partners or Dependents.

Maximum - the greatest dollar amount Delta Dental will pay for covered procedures in any calendar year.

Open Enrollment Period - a period of time designated annually by the County during which eligible Retirees may submit dental plan enrollment changes including adding or deleting a Spouse or Dependent.

Optional Continuation of Coverage (COBRA) - a law requiring employers to offer employees and their eligible dependents who lose group coverage (under certain qualifying events) the opportunity to purchase continuation coverage for a limited time.

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.

Plan - the County's fully insured dental plan described in this Evidence of Coverage and known as Delta Dental PPO Plan for Retirees.

Premiums - the money paid to Delta Dental each month for you, your spouse or domestic partner or Dependents dental coverage.

Primary Enrollee - any group member or retiree (San Bernardino County Employee's Retirement Association (SBCERA)) or an Enrollee who chooses COBRA coverage who is enrolled for Benefits in accordance with the conditions of eligibility outlined in this booklet.

Retiree - a person who is a San Bernardino County Employee's Retirement Association (SBCERA) retiree or beneficiary receiving monthly benefits.

Retiree Contribution - a designated amount paid by a Primary Enrollee for the purchase of coverage or COBRA under this Plan.

Spouse - the legal spouse of the Retiree. Proof of dependency in the form of a copy of the certified copy of the marriage license or such other form as may be accepted by the County or Delta Dental is required for coverage.

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?

Retirees are eligible to enroll in this plan. A Retiree who chooses to enroll in agrees to remain enrolled for a minimum of 24 months. A Retiree may also choose to cover a Spouse or Domestic Partner and Dependents.

You are eligible to enroll as an Enrollee/Dependent if you meet the eligibility requirements defined by the County of San Bernardino.

ENROLLMENT PROCEDURES

To enroll, you must complete and submit the County's Dental Plan Enrollment/Change Form to the Plan Administrator. The Dental Plan Enrollment/Change Form must include the enrolling Retiree's and eligible Spouse or Domestic Partner and Dependent's name, Social Security number, address, telephone number and other information deemed necessary by the Plan. Upon enrollment, the Enrollee promises and agrees to pay the required Retiree Contribution for coverage.

COVERAGE EFFECTIVE DATE

The date coverage is effective is governed by the established enrollment and Premiums payment procedures established by the County of San Bernardino and Delta Dental. Enrollees qualify for Crowns, Inlays, Onlays and Cast Restorations and Prosthodontic Benefits only after being continuously enrolled for 12 months.

At each County-established Open Enrollment period, you shall have approximately 30 days to change your enrollment for yourself and your eligible Dependents. You may add eligible Dependents or a Spouse or Domestic Partner to this Plan or delete your Spouse or Domestic Partner or Dependents from this Plan. The County will notify you each year of the Open Enrollment period and the deadlines to submit the appropriate Enrollment Change Forms. The date of coverage change is communicated to you and any enrolled Spouse or Domestic Partner or Dependents in the annual Open Enrollment Period materials.

Enrollees must wait until the annual Open Enrollment period to add or remove a Spouse or a Dependent from receiving Benefits of this Plan UNLESS they experience an Internal Revenue Service (IRS) qualified change in status/life event as follows:

- (a) Marriage;
- (b) Divorce (final decree) or legal separation;
- (c) Death of a Spouse or Domestic Partner or Dependent;
- (d) The birth of a child by a Retiree or the Retiree's Spouse or Domestic Partner or the placement of a child for adoption or legal guardianship in the home of a Retiree or Retiree's Spouse or Domestic Partner;
- (e) Retiree's Spouse or Domestic Partner begins or ends full-time employment;
- (f) Retiree's or Spouse's or Domestic Partner's loss of other coverage due to increase in their required payment for coverage or termination of COBRA Continuation Coverage.
- (g) An eligible Dependent begins or ends full time employment;
- (h) A Dependent's loss of eligibility due to age, student status or marital status.

If you do not submit the paperwork to enroll or drop coverage for yourself or your Spouse or Dependents within 30 days of the IRS qualified change in status/life event date, you will be required to wait until the next annual Open Enrollment period to submit your requested change.

Coverage for a Spouse or Domestic Partner or Dependents or a newly eligible Spouse or Domestic Partner or Dependents will be effective the first day of the month following the date of the qualifying event.

Exceptions:

- (a) Newborns are covered on the date of their birth provided that your former employer receives your Plan Enrollment/Change Form from you within 30 days of the date of birth.
- (b) Children placed for adoption are covered on the date placed in your home provided you submit the Plan Enrollment/Change Form within 30 days of the placement for adoption.

Your Retiree Contribution may increase as a result of the addition of a Spouse or Domestic Partner or eligible Dependents. COBRA enrollees may also have an increase in Retiree Contributions as a result of adding new Dependents.

WHO ARE YOUR ELIGIBLE DEPENDENTS?

- Your legal Spouse or Domestic Partner; and
- Your dependent children until their 26th birthday.
- A dependent child aged 19 or older who is incapable of self-support because of a physical or mental handicap that occurred before he or she turned 19, if the child is mostly dependent on you for support. Proof of this handicap must be given to Delta Dental or your employer within 31 days, if it is requested. Proof will not be required more than once a year after the child has reached age 21.

“Dependent children” also means natural children, stepchildren, adopted children, children placed for adoption and foster children.

Dependent coverage is also extended to any child who is recognized under a Qualified Medical Child Support Order (QMCSO).

A Spouse or Domestic Partner or Dependent in the military service is not eligible.

ENROLLING YOUR DEPENDENTS

Your Spouse or Domestic Partner and Dependents may be enrolled when you first become eligible or within 30 days of becoming an eligible Spouse or Domestic Partner or Dependent.

A Spouse or Domestic Partner or Dependent is not required to enroll under this Plan. If, however they have other coverage ends, the Spouse, Domestic Partner or Dependent may enroll under this Plan within 30 days of the loss of the other coverage. If a Spouse or Domestic Partner or Dependent is not enrolled as stated above, the next opportunity to enroll is during the annual Open Enrollment Period.

SPOUSE OR DOMESTIC PARTNER AND DEPENDENT PROOF OF ELIGIBILITY

Proof of eligibility is required for a Spouse or Domestic Partner’s or Dependent’s coverage. This proof must be submitted with the Plan Enrollment/Change Form. Examples of acceptable documentation include but are not limited to:

- (a) Copies of certified birth certificates, death certificates or marriage licenses or in the case of a domestic partner, a copy of the partnership’s registration with the California Secretary of State.
- (b) Copies of certified copies of court papers for divorces, separations or adoptions.
- (c) Original letter from employer verifying loss or gain of Spouse’s, Domestic Partner’s or Dependent’s employment.

DUAL ENROLLMENT

Enrollees of this Plan may not be covered by two County of San Bernardino-sponsored dental plans simultaneously.

WHEN YOU ARE NO LONGER COVERED

Your eligibility for dental benefits as a Retiree will end on the earliest of the following dates:

1. The last day of the month for which a Retiree Contribution was made for coverage;
2. The last day of the month for which a Premium is paid for your coverage;
3. The date dental Benefits for Retirees is no longer offered.

Your Spouse's, Domestic Partner's or Dependent's eligibility for dental benefits will end on the earliest of the following dates:

1. The date of your loss of eligibility, except in the case of death, coverage may be continued for your Spouse or Domestic Partner and Dependents then enrolled by the election of COBRA (see page 21).
2. The last day of the month for which a Retiree Contribution was made for the Spouse's, Domestic Partner's or Dependent's coverage.
3. The date you elected to discontinue coverage for your Spouse, Domestic Partner or Dependents.
4. The date you and your enrolled Spouse are legally separated or divorced, or the date the domestic partnership is dissolved unless COBRA coverage is elected (see page 21).
5. The date your Spouse or Domestic Partner or Dependent no longer qualifies as a Dependent, unless the Dependent elects to continue coverage under the rules of COBRA.
6. The date COBRA coverage ends.

When the Contract between Delta Dental and the County is discontinued or canceled, Delta Dental coverage ends immediately for you, your Spouse, Domestic Partner and your Dependents.

CANCELING THIS PLAN

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

If the Plan 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 Plan was in effect which are otherwise Benefits under the Contract.

If this plan is canceled, you and your Spouse, Domestic Partner and Dependents have no right to renewal or reinstatement of your Benefits through Delta Dental.

YOUR BENEFITS

Your dental plan 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.

After you have satisfied any Deductible requirements, Delta Dental will provide payment for these services at the percentage indicated up to a Maximum of \$1,000 for each Enrollee in each calendar year.

An agreement between the County 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
100% if provided by a Delta Dental PPO Dentist
70% if provided by other dentists

Diagnostic - oral examinations (including initial examinations, periodic examinations and emergency examinations); x-rays; examination of biopsied tissue; palliative (emergency) treatment of dental pain; specialist consultation

Preventive - prophylaxis (cleaning); fluoride treatment; space maintainers

Note on additional Benefits during pregnancy. If you are pregnant, Delta Dental will pay for additional services to help improve your oral health during pregnancy. The additional services each calendar year while you are eligible in this Delta Dental plan include: one additional oral examination and either one additional routine cleaning or one additional periodontal scaling and root planing per quadrant. Written confirmation of your pregnancy must be provided by you or your dentist when the claim is submitted.

II. BASIC BENEFITS
80% if provided by a Delta Dental PPO Dentist
60% if provided by other dentists

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

Restorative - amalgam, silicate or composite (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 that support the 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; 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
50% if provided by a Delta Dental PPO Dentist
50% if provided by other dentists

Covered only after 12 months of continuous enrollment

Crowns Inlays, Onlays and Cast Restorations are Benefits only if they are provided to treat cavities which cannot be restored with amalgam, silicate or direct composite (resin) restorations.

IV. PROSTHODONTIC BENEFITS
50% if provided by a Delta Dental PPO Dentist
50% if provided by other dentists

Covered only after 12 months of continuous enrollment

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

LIMITATIONS

1. Only the first two oral examinations, including office visits for observation and specialist consultations, or combination thereof, in a calendar year are Benefits while you are eligible under any Delta Dental plan or any other dental plan which Delta Dental has been provided with the patient's claims history. See note on additional Benefits during pregnancy.
2. Full-mouth x-rays are a Benefit once in a five-year period while you are eligible under any Delta Dental plan or any other dental plan or any other dental plan which Delta Dental has been provided with the patient's claims history.
3. Bitewing x-rays are provided on request by the dentist, but no more than twice in any calendar year for children to age 18 or once in any calendar year for adults age 18 and over, while you are eligible under any Delta Dental plan or any other dental plan which Delta Dental has been provided with the patient's claims history.
4. We pay for two cleanings or a dental procedure that includes a cleaning each calendar year under any Delta Dental plan. If you are pregnant during this time, we may pay for an additional cleaning. See Note on additional Benefits during pregnancy.

Routine prophylaxes are covered as a Diagnostic and Preventive Benefit and periodontal prophylaxes are covered as a Basic Benefit.

5. Fluoride treatments are covered twice each calendar year under any Delta Dental plan.
6. Periodontal scaling and root planing is a Benefit once for each quadrant each 24-month period. See note on additional Benefits during pregnancy.
7. Sealant Benefits include the application of sealants only to permanent first molars up to age nine and second molars up to age 14 if they are without caries (decay), or restoration 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.
8. Direct composite (resin) restorations are Benefits on anterior teeth and the facial surface of bicuspid. Any other posterior direct composite (resin) restorations are optional services and Delta Dental's payment is limited to the cost of the equivalent amalgam restorations.
9. 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 plan or any other dental plan which Delta Dental has been provided with the patient's claims history, unless Delta Dental determines that replacement is required because the restoration is unsatisfactory as a result of 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.
10. You will become eligible for Crowns, Inlays, Onlays and Cast Restoration Benefits only after you have been continuously enrolled under the Contract for 12 months. This waiting period is waived for all persons who show proof of 12 months of continuous dental coverage under a dental plan prior to enrollment in this Plan. Acceptable proof shall be a copy of a dental plan identification card, a letter from the dental plan or a letter from an employer.
11. Prosthodontic appliances and implants are Benefits only once every five years, while you are eligible under any Delta Dental plan, 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. Replacement of a prosthodontic appliance not provided under a Delta Dental plan will be made if it is unsatisfactory and cannot be made satisfactory.

Delta Dental will replace an implant, a prosthodontic appliance or an implant supported prosthesis you received under another dental plan if we determine it is unsatisfactory and cannot be made satisfactory. We will pay for the removal of an implant once for each tooth during the Enrollee's lifetime.

12. Delta Dental will pay its percentage of the dentist's fee for a standard partial or complete denture up to a maximum fee allowance. This fee allowance is the fee that would satisfy the majority of Delta Dental's Dentists. A standard partial or complete denture is one made from accepted materials and by conventional methods. The maximum fee allowance is revised periodically, as dental fees change. If your dentist's accepted fee on file with Delta Dental for a partial or complete denture is higher than this maximum allowance, you must pay that portion of his or her fee that exceeds Delta Dental's allowance in addition to your portion of the allowance.
13. You will become eligible for Prosthodontic Benefits only after you have been continuously enrolled under the Contract for 12 months. This waiting period is waived for all persons who show proof of 12 months of continuous dental coverage under a dental plan prior to enrollment in this Plan. Acceptable proof shall be a copy of a dental plan identification card, a letter from the dental plan or a letter from an employer.
14. If you select 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 for the customary or standard treatment and you are responsible for the remainder of the dentist's fee.

For example: a crown where an amalgam filling would restore the tooth; or a precision denture where a standard denture would suffice.

EXCLUSIONS/SERVICES WE DO NOT COVER

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 that are covered under Workers' Compensation or Employer's Liability Laws
2. Services which are provided to the Enrollee by any Federal or State Governmental Agency or are provided without cost to the Enrollee by any municipality, county or other political subdivision, except Medi-Cal benefits.
3. 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.
4. Services for restoring tooth structure lost from wear (abrasion, erosion, attrition, or abfraction), for rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion, or for stabilizing the teeth. Examples of such treatment are equilibration and periodontal splinting.
5. Any Single Procedure, bridge, denture or other prosthodontic service which was started before the Enrollee was covered by this plan.
6. Prescribed drugs, or applied therapeutic drugs, premedication or analgesia.
7. Experimental procedures.

8. Charges by any hospital or other surgical or treatment facility and any additional fees charged by the Dentist for treatment in any such facility.
9. Anesthesia, except for general anesthesia given by a dentist for covered oral surgery procedures.
10. Grafting tissues from outside the mouth to tissues inside the mouth ("extraoral grafts").
11. Diagnosis or treatment by any method of any condition related to the temporomandibular (jaw) joints or associated muscles, nerves or tissues.
12. Replacement of existing restoration for any purpose other than active tooth decay.
13. Intravenous sedation, occlusal guards and complete occlusal adjustment.
14. Orthodontic services (treatment of mal-alignment of teeth and/or jaws).
15. Diagnostic casts.

DEDUCTIBLE

You must pay the first \$50 of Covered Services for each Enrollee in your family in each calendar year. However, the Deductible will not be applied to Diagnostic and Preventive Benefits.

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.

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.

CHOOSING YOUR DENTIST

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

Nearly 29,000 dentists in active practice in California are Delta Dental Dentists. About 16,500 of these Delta Dental Dentists are also Delta Dental PPO Dentists. While covered under the PPO plan, you are free to choose any dentist for treatment, but it is to your advantage to choose a Delta Dental Dentist.

This is because his or her fees are approved in advance by Delta Dental. Delta Dental Dentists have treatment forms on hand and will complete and submit the forms to Delta Dental free of charge.

If you choose a Delta Dental PPO Dentist, you will receive all of the advantages of going to a Delta Dental Dentist, and you may have a higher level of Benefits for certain services.

If you go to a non-Delta Dental Dentist, Delta Dental cannot assure you what percentage of the charged fee may be covered. Claims for services from non-Delta Dental Dentists may be submitted to Delta Dental at P.O. Box 997330, Sacramento, CA 95899-7330.

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 Enrollees residing in California are referred to Delta Dental's Quality Assessment 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.

A list of Delta Dental PPO Dentists and Delta Dental Dentists can be obtained by calling 800-765-6003. This list will identify those dentists who can provide care for individuals who have mobility impairments or have special health care needs. You can also obtain specific information about Delta Dental PPO Dentists and Delta Dental Dentists by using our web site – www.deltadentalins.com or calling the Delta Dental Customer Service department at the number shown on page 1.

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 listed in the local telephone directory.

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

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 should have questions about your dentist's health status or use of recommended clinical precautions, you should discuss them with your dentist.

CONTINUITY OF CARE

If you are undergoing a course of treatment and your dentist no longer is a Delta Dental PPO Dentist or a Delta Dental Dentist, you may continue to receive treatment from that dentist.

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 communications 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. Compare the fees of different dentists;
2. Use a Delta Dental Dentist;
3. Have your dentist obtain predetermination from Delta Dental for any treatment over \$300;
4. Visit your dentist regularly for checkups;
5. Follow your dentist's advice about regular brushing and flossing;
6. Avoid putting off treatment until you have a major problem; and
7. Learn the facts about overbilling. Under this plan, 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 plan and may do more work than you need, thereby increasing plan costs. You can help keep your dental Benefits intact by avoiding such schemes.

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);
2. The employer's name;
3. Primary Enrollee's ID number (which must also be used by Spouses, Domestic Partners and 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 plan at the time the treatment you have planned is completed.

In order to receive predetermination, your dentist must send an Attending Dentist's Statement 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

A Delta Dental Dentist will file the claim for you. You do not have to file a claim or pay Delta Dental's co-payment for covered services if provided by a Delta Dental Dentist. Delta Dental of California's agreement with our Delta Dental Dentists makes sure that you will not be responsible to the dentist for any money we owe.

If the covered service is provided by a dentist who is not a Delta Dental Dentist, you are responsible for filing the claims and paying your dentist. Claims should be filed with Delta Dental of California at P. O. Box 997330, Sacramento, CA 95899-7330 and Delta Dental will reimburse you. 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. 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 that 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 plan.

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 a claim for services submitted more than 12 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. It describes in detail the dental procedures covered as Benefits, the conditions under which coverage is provided, and the limitations and exclusions applicable to the plan. 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 dentist 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 all information necessary to complete claim processing has not been provided, 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.

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 415-972-8300, extension 2700. 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 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 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, we 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 plan.

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 800-765-6003 contact us on our web site at: 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 ID 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 calendar days of receipt of the request for review. We will make a written decision within 30 calendar days of receipt of the request for review. We will respond, within three calendar days of receipt, to complaints involving severe pain and imminent and serious threat to an Enrollee'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 calendar 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 Delta Dental, your health plan, you should first telephone Delta Dental at **800-765-6003** and use Delta Dental'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 calendar 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 (**888-HMO-2219**) and a TDD line (**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.

RIGHT TO RECEIVE AND RELEASE INFORMATION

Upon enrollment in the Plan, the Enrollee agrees to authorize Delta Dental without further consent of or notice to Enrollee to release or obtain from any dentist, other dental health care provider, insurance company, health maintenance organization or other health care provider, insurance company, health maintenance organization or other person or entity any information the Plan deems necessary to determine eligibility and to process benefit claims.

By enrolling in the Plan, the Enrollee agrees to cooperate with the Plan and its Administrators in administering Plan Benefits. Whenever payments which should have been made by this Plan have been made by any other plan, participant agrees that this Plan shall have the right to reimburse the other plan the amount this Plan determines shall satisfy the coordination of benefits provision. Whenever this Plan pays out more than necessary, Enrollee agrees that the Plan shall have the right to recover the excess payment from any person to whom such payments were made, or any insurance company or other organization.

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 plan. Most dental carriers cooperate with one another to avoid duplicate payments, but still allow you to make use of both plans - sometimes paying 100% of your dental bill. For example, you might have some fillings that 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 plans under which you have dental coverage and have him or her complete the dual coverage portion of the Attending Dentist's Statement, 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.

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 your spouse and/or domestic partner and 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 or dissolution of your domestic partnership;
- 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 termination.

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 your employer or Delta Dental within 30 days of any such determination.

If, during the 18-month 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 or Domestic Partner of a deceased retired employee. If this Benefit reduction or elimination occurs within one year before or one year after 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.

PERIODS OF CONTINUED COVERAGE UNDER CAL-COBRA (groups of 2 – 19)

In the case of Cal-COBRA, Delta Dental will act as the administrator. Notification and Premium payments should be made directly to Delta Dental. Notifications and payments should be delivered by first-class mail, certified mail or other reliable means of delivery.

Individuals who are eligible for coverage under the federal COBRA law are not eligible for coverage under Cal-COBRA. The employer must notify Delta Dental in writing within 30 days of the date when the employer becomes subject to COBRA.

Qualified Beneficiaries may continue coverage for 36 months following the month in which Qualifying Events 1, 2, 3, 4 or 5 occur.

If, during the 36-month continuation period resulting from Qualifying Event 1, the Qualified Beneficiary is determined under Title II or Title XVI of the Social Security Act to be disabled on the date of the Qualifying Event or became disabled at any time during the first 60 days of continuation coverage, and notice of the determination is given to the employer during the initial period of continuation coverage and within 60 days of the date of the social security determination letter, the Qualified Beneficiary may continue coverage for a total of 36 months following the month in which Qualifying Event 1 occurs.

This period of coverage will end on the first of the month that begins more than 30 days after the date of the final determination that the disabled individual is no longer disabled. The Qualified Beneficiary must notify the employer or administrator within 30 days of any such determination.

If, during the 36-month continuation period resulting from Qualifying Event 1, the Qualified Beneficiary experiences Qualifying Events 2, 3, 4 or 5, he or she must notify the employer within 60 days of the second Qualifying Event and has a total of 36 months continuation coverage after the date of the first Qualifying Event.

Delta Dental shall notify the Primary Enrollee of the date his or her continued coverage will terminate. This termination notification will be sent during the 180-day period prior to the end of coverage.

ELECTION OF CONTINUED COVERAGE

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

Upon written notice, Delta Dental 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 Delta Dental 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 Premium to Delta Dental, which includes the Premium for each month since the loss of coverage. Failure to pay the required Premium within the 45 days will result in the loss of the right to continue coverage, and 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 occur:

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.

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: CONFIDENTIALITY OF YOUR HEALTHCARE 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 an Enrollee's healthcare history; mental or physical condition; or treatment. Some examples of PHI include your name, address, telephone and/or fax number, electronic mail address, ID number or other identification number, date of birth, date of treatment, treatment records, x-rays, enrollment and claims records. 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 our 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 anytime by contacting the address or phone number at the end of this notice. You should receive a copy of this notice at the time of enrollment in a Delta Dental plan, and we will notify you of how you can receive a copy of this notice at least once 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 plan is sponsored by your employer or another party, we may provide PHI to your employer or that sponsor for purposes of administering your benefits. 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 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 provider.

- 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 providers.

Disclosures 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 may 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 office. 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 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 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 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 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 privacy office as noted below. We will not retaliate against you for filing a complaint.

Contacts

Delta Dental of California offers and administers fee-for-service dental plans for groups headquartered in the state of California.

You may contact the 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.

Delta Dental Subscriber Services
P.O. Box 997330
Sacramento, CA 95899-7330
(877) 335-8273

This notice is effective on and after July 1, 2006.

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 hacer que alguien lo ayude. 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。