DELTA DENTAL®

CALCPA HEALTH

Combined Evidence of Coverage and Disclosure Form

deltadentalins.com

Group Number: 03324

Divisions: 00005 and 01005

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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
560 Mission Street, Suite 1300
San Francisco, CA 94105

For claims, eligibility and benefits inquiries, or additional information, call Delta Dental's Customer Service department toll-free at: 888-335-8227 or contact us on our web site: 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.

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DEFINITIONS

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

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

Contract - the written agreement between the Trust and Delta Dental to provide dental Benefits. The Contract, together with this booklet, forms 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[SM] **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 this plan starts.

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 for covered procedures in any calendar year and lifetime for Orthodontic Benefits.

Participating Employer – means any employer who provides Benefits to its employees through the dental plan provided by Delta and administered by the CalCPA Health Participating Firms.

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 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).

Trust – CalCPA Health

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 Enrollee is reasonable if it is justifiable considering special circumstances, or extraordinary difficulty of the case in question.

WHO IS COVERED?

All regular employees of a Participating Employer are required to enroll and will become eligible to receive Benefits on the first day of the month following one month of continuous full-time employment.

Participation in this plan is available to Participating Employers who enroll 100% of their full-time employees (minimum of 20 hours per week). To be eligible for enrollment in the CalCPA Dental Plan a Participating Employer must be an accounting firm in public practice or general financial services. To become eligible and retain such eligibility, more than 50% of all of the Participating Employer's owners (i.e. principles, proprietors, partners, shareholders or other owners) must be CPA's and all CPA owners must be members of the Society in good standing.

For purposes of this section, a firm is the company or group or companies treated as a single employer for retirement plan purposes under federal law.

New Member Firms may elect coverage on the first day of the calendar month following the date the employer joins the Society and will have up to 60 days to apply for coverage.

You are not eligible if you are not reporting to work on a regular basis and are not actively employed. Coverage resumes on the first day of the month after you return to active employment, report to work regularly and amounts due to Delta Dental for coverage have been paid. But, coverage can continue without interruption if the Trust continues to report you as a Primary Enrollee and amounts due Delta Dental for your coverage continue to be paid.

Coverage is reinstated on the day employment is resumed for Enrollees that are members of the National Guard or a military reserve unit absent from work due to active military duty. Any waiting period applied as a result of an Enrollee's absence from active employment due to service in the National Guard or military reserve unit shall be waived.

Family and Medical Leave Act of 1993

You can continue your coverage if you take a leave governed by the Family and Medical Leave Act of 1993. If you do not continue your coverage during the governed leave, it will be reinstated at the same Benefit level you received before your leave.

Uniformed Services Employment and Re-employment Rights Act of 1994

You can continue coverage for up to 24 months, if you take a leave governed by the Uniformed Services Employment and Re-employment Rights Act of 1994. If you make this election, you must submit any Premiums necessary, which may include administrative costs, to the Trust. If you do not continue your coverage during a military leave, it will be reinstated at the same Benefit level you received before your leave.

WHO ARE YOUR ELIGIBLE DEPENDENTS?

- Your legal spouse or domestic partner;
- Your dependent children until their 26th birthday; and

  A dependent child may continue eligibility if:

  a) He or she is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness or condition that began prior to reaching the limiting age;

b) He or she is chiefly dependent on the eligible employee for support; and

c) Proof of Dependent's disability is provided within 60 days of request. Such requests will not be made more than once a year following a two year period after this Dependent reaches the limiting age. Eligibility will continue as long as the Dependent relies on the eligible employee for support because of a physically or mentally disabling injury, illness or condition that began before he or she reached the limiting age.

"Dependent children" also means natural children, stepchildren, children of a domestic partner, adopted children, children placed for adoption and foster children.

Domestic partners are defined as same sex partners, who are both at least 18 years of age and opposite sex partners when one or both partners are over the age of 62. You may be required to provide your employer with a copy of the Declaration of Domestic Partnership registered with the Secretary of State of the State of California.

Domestic partners of the opposite sex when both are under age 62 may not register a partnership with the Secretary of State. However, your dental plan extends coverage to such partners. An affidavit of opposite sex domestic partnerships under age 62 may be required.

Your domestic partner is subject to the same terms and conditions as any other Dependent enrolled in this plan.

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

No Dependent in the military service is eligible.

WHEN YOU ARE NO LONGER COVERED

1. If you stop working for your Participating Employer, your dental coverage will end on the last day of the month in which you stop working, unless you qualify for and pay for **OPTIONAL CONTINUATION OF COVERAGE (COBRA)**. 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 (COBRA)**.

2. When the Contract between Delta Dental and the Trust is discontinued or canceled, your coverage ends immediately.

CANCELING THIS PLAN

Delta Dental may cancel this 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 if payments required by the Contract are not made to Delta Dental.

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

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.

IMPORTANT: If you opt to receive dental services that are not covered services under this plan, your Delta Dental Dentist may charge you his or her Usual and Customary rate for those services. Prior to providing you dental services that are not a covered Benefit, your dentist should provide you with a treatment plan that includes each anticipated service to be provided and the estimated cost of each service (see PREDETERMINATIONS). If you would like more information about dental coverage options, you may call our Customer Service department at 888-335-8227. To fully understand your coverage, you may wish to carefully review this Evidence of Coverage document.

After you have satisfied any Deductible requirements, Delta Dental will provide payment for these services at the percentage indicated up to a Maximum of $2,000 for each Enrollee in each calendar year.

Payment for Orthodontic Benefits for dependent children is limited to a lifetime Maximum of $1,000.

An agreement between the Trust 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 "Enrollee co-payment." If the dentist discounts, waives or rebates any portion of the Enrollee co-payment 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
100% if provided by other dentists

Diagnostic - oral examinations (including initial examinations, periodic examinations and emergency examinations); x-rays; diagnostic casts; 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
80% 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; 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
60% if provided by a Delta Dental PPO Dentist
50% if provided by other dentists

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
60% if provided by a Delta Dental PPO Dentist
50% if provided by other dentists

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

Implant surgical placement and removal and for implant supported prosthetics, including implant repair and re-cementation.

V. ORTHODONTIC BENEFITS
50% if provided by a Delta Dental PPO Dentist
50% if provided by other dentists

Procedures using appliances or surgery to straighten or realign teeth, which otherwise would not function properly

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. See note on additional Benefits during pregnancy.

2. Full-mouth x-rays are Benefits once in a five-year period while you are eligible under any Delta Dental plan.

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

3. Bitewing x-rays are provided on request by the dentist, but no more than twice in a calendar year for children to age 18 or once in a calendar year for adults age 18 and over, while you are eligible under any Delta Dental plan.

4. Diagnostic casts are a Benefit only when made in connection with subsequent orthodontic treatment covered under this plan.

5. 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.

6. Fluoride treatments are covered twice each calendar year under any Delta Dental plan.

7. Periodontal limitations:
   a) Benefits for periodontal scaling and root planing in the same quadrant are limited to once in every 24-month period. See note on additional Benefits during pregnancy.
   b) Periodontal surgery in the same quadrant is limited to once in every 36-month period and includes any surgical re-entry or scaling and root planing.
   c) Periodontal services, including bone replacement grafts, guided tissue regeneration, graft procedures and biological materials to aid in soft and osseous tissue regeneration are only covered for the treatment of natural teeth and are not covered when submitted in conjunction with extractions, periradicular surgery, ridge augmentation or implants.
   d) Periodontal surgery is subject to a 30 day wait following periodontal scaling and root planing in the same quadrant.
   e) Cleanings (regular and periodontal) and full mouth debridement are subject to a 30 day wait following periodontal scaling and root planing if performed by the same Provider office.

8. Sealant Benefits are limited to eligible dependent children under age 14. Sealant Benefits include the application of sealants only to permanent posterior molars without caries (decay), without restorations and with the occlusal surface intact. Sealant Benefits do not include the repair or replacement of a sealant on a tooth within three years of its application.

9. Direct composite (resin) restorations are Benefits on anterior teeth and the facial surface of bicuspids. 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.

10. Crowns, Inlays, Onlays and Cast Restorations are Benefits on the same tooth only once every five years, while you are an Enrollee under any Delta Dental plan, 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 experience extensive loss or changes to tooth structure or supporting tissues since the replacement of the restoration.

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 the above percentage of the dentist's fee for a standard partial or complete denture. A standard partial or complete denture is one made from accepted materials and by conventional methods.

13. You are eligible for Prosthodontic Benefits only after you have been continuously enrolled under the Contract for 12 months.

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.

15. Orthodontic coverage is limited to eligible dependent children.

16. If orthodontic treatment is begun before you become eligible for coverage, Delta Dental's payments will begin with the first payment due to the dentist following your eligibility date.

17. Delta Dental's orthodontics 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.

18. 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.

19. Delta Dental will pay the applicable percentage of the Dentist's fee for a standard orthodontic treatment plan involving surgical and/or non-surgical procedures. If you select specialized orthodontic appliances or procedures chosen for aesthetic considerations an allowance will be made for the cost of a standard orthodontic treatment plan and you are responsible for the remainder of the Dentist's fee.

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. Any tax imposed (or incurred) by a government, state or other entity, in connection with any fees charged for Benefits provided under the Contract, will be the responsibility of the Enrollee and is not a covered Benefit.

4. 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.

5. 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.

6. Any Single Procedure, bridge, denture or other prosthodontic service which was started before the Enrollee was covered by this plan.

7. Prescribed drugs, or applied therapeutic drugs, premedication or analgesia.

8. Experimental procedures.

9. Charges by any hospital or other surgical or treatment facility and any additional fees charged by the dentist for treatment in any such facility.

10. Anesthesia, except for general anesthesia or I.V. sedation given by a licensed Dentist for Oral Surgery services and select Endodontic and Periodontic procedures.

11. Grafting tissues from outside the mouth to tissues inside the mouth ("extraoral grafts").

12. Diagnosis or treatment by any method of any condition related to the temporomandibular (jaw) joints or associated muscles, nerves or tissues.

13. Replacement of existing restoration for any purpose other than active tooth decay.

14. Occlusal guards and complete occlusal adjustment.

15. Charges for replacement or repair of an orthodontic appliance paid in part or in full by this plan.

DEDUCTIBLE

If you receive services from a Delta Dental PPO Dentist: You must pay the first $25 of Covered Services for each Enrollee in your family in each calendar year. This Deductible does not apply to Diagnostic and Preventive Benefits and Orthodontic Benefits.

If you receive services from any other dentist: You must pay the first $50 of Covered Services for each Enrollee in your family in each calendar year. This Deductible does not apply to Diagnostic and Preventive Benefits and Orthodontic Benefits.

OTHER CHARGES

Delta Dental's co-payment for your Benefits is shown in this Evidence of Coverage under the caption titled "YOUR BENEFITS." If dental services are provided by a Delta Dental Dentist or a Delta Dental PPO Dentist, you are responsible for your co-payment only. If the dental services you receive are provided by a dentist who is not a Delta Dental Dentist or Delta Dental PPO Dentist, you are responsible for the difference between the amount Delta Dental pays and the amount charged by the non-Delta Dental dentist.

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 in a directory at your group benefits office, or by calling 888-335-8227.

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 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 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 888-335-8227. 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 – 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

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 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 co-payment 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 Trust's name;

3. Primary Enrollee's ID number (which must also be used by Dependents);

4. Primary Enrollee's date of birth;

5. Any other dental coverage you may have.

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 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 a claim form listing the proposed treatment. Delta 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 form 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 individual is eligible. Payment will depend on the individual'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 person 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 a 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, he or she may call us toll-free at **888-335-8227**, contact us on our website at: 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 with us within 180 days after receipt of the denial or modification. We will treat the request for review as a grievance. If in writing, the correspondence must include the 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. The 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 you 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 a written acknowledgement within five days of receipt of the request for review. We will render a decision and respond to you within 60 days of receipt of the request for review. We will respond, within 72 hours to grievances involving severe pain and imminent and serious threat to a patient's health (urgent care grievance).

You may contact the U.S. Department of Labor, Employee Benefits Security Administration (EBSA) for further review of the claim or if you have questions about your rights under the Employee Retirement Income Security Act of 1974 (ERISA). You 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 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 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.

OPTIONAL CONTINUATION OF COVERAGE (COBRA)

Please examine your options carefully before declining this coverage. You should be aware that companies selling individual health insurance typically require a review of your medical history that could result in a higher premium or you could be denied coverage entirely.

The federal Consolidated Omnibus Budget Reconciliation Act (or COBRA), requires 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.

DEFINITIONS

The meaning of key terms used in this section are shown below.

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;

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 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 your employer or 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 Delta Dental written notice of the election to continue coverage.

Upon receipt of the 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 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.

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.

This Plan Arranged By:

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