

*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**  
**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: 800-765-6003 or contact us on our website: [deltadentalins.com](http://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
WHO ARE YOUR ELIGIBLE DEPENDENTS?.....	4
ENROLLING YOUR DEPENDENTS .....	5
WHEN YOU ARE NO LONGER COVERED.....	6
CANCELING THIS PLAN .....	6
YOUR BENEFITS.....	6
LIMITATIONS.....	8
EXCLUSIONS/SERVICES WE DO NOT COVER .....	10
OTHER CHARGES .....	11
COVERED FEES .....	11
CHOICE OF DENTISTS AND PROVIDERS.....	11
CONTINUITY OF CARE .....	12
PUBLIC POLICY PARTICIPATION BY ENROLLEES .....	13
SAVING MONEY ON YOUR DENTAL BILLS .....	13
ACCESSIBILITY AND SERVICES FOR AFTER HOURS AND URGENT CARE.....	13
YOUR FIRST APPOINTMENT .....	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
IF YOU HAVE ADDITIONAL COVERAGE.....	16
OPTIONAL CONTINUATION OF COVERAGE (COBRA) .....	17

## 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 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.

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

**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<sup>SM</sup> 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 or lifetime for Orthodontic Benefits.

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

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

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

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

**Usual, Customary and Reasonable (UCR) -**

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

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

A Reasonable fee schedule is reasonable if it is Usual and Customary. Additionally, a specific fee to a specific Enrollee is reasonable if it is justifiable considering special circumstances, or extraordinary difficulty of the case in question.

## **WHO IS COVERED?**

You are eligible to enroll for dental coverage Benefits if you are a regular full-time employee who is scheduled to work more than 30 hours per week.

You are also eligible to enroll if you are a Regional Campus Assistant Director, Regional Campus Librarian, Regional Campus Library Assistant, or a staff member participating in the USF Voluntary Reduction in Time (VRT) Program scheduled to work at least 20 hours per week.

You are also eligible if you are a Jesuit member of the USF Jesuit Community or an otherwise eligible employee of the Ignatian Solidarity Network (ISN), Fromm Institute, Loyola House, or St. Ignatius Church.

Enrollees who are eligible for lifetime benefits are also eligible under this plan.

You may also be eligible for continued coverage as may be provided under the terms of a severance or separation agreement. If you are a retired employee at least 60 years of age but less than 65 years of age and not eligible for Medicare, and you have at least ten consecutive years of full-time employment with USF immediately prior to your retirement, you are eligible to continue participation in the dental plan. Early retirees are solely responsible for payment of all premiums due for their coverage.

You may also be eligible for dental benefits for a limited period of time if you are an approved participant in the Phased-in Retirement Program for Law School Faculty.

### **Family and Medical Leave 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 selection, you must submit any Premiums necessary, which may include administrative costs, to your employer. 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 eligible Dependents may also participate in the Plan(s), as applicable. An eligible Dependent is considered to be:

- Your spouse; or Registered Domestic Partner (RDP); or Legally Domiciled Adult (LDA) enrolled as of December 31, 2011.
- Your children include natural children, stepchildren, children of a RDA, children of a LDA, legally adopted children, children placed for adoption and foster children.
- An unmarried child who is primarily dependent on you or your spouse, RDA or LDA for financial support and has a mental or physical disability that began before age 26 (please refer to the section "Coverage for a Disabled Child").
- A Dependent also includes a child for whom health care coverage is required through a Qualified Medical Child Support Order or other equivalent court or administrative order, as described later in this section.

Registered Domestic Partner's (RDA) are defined as set forth in California Family Code Section 297 and are same sex partners unless one of the partners is over age 62.

A LDA is defined as an adult dependent parent or child of a participating employee, no longer otherwise eligible for Benefits from the University's benefit plans and living in the same primary residence as the employee and claimed as a tax dependent by the employee.

A LDA will be eligible to continue coverage for as long as he or she remains otherwise eligible as outlined by your employer's eligibility criteria applicable to LDA's in effect as of December 31, 2011. No new enrollment of a LDA will be permitted beginning January 1, 2012. Any LDA who terminates coverage on or after January 1, 2012 will not be eligible to re-enroll for LDA coverage.

A Legally Domiciled Adult (LDA) -

- 1) Is someone who has lived in the same primary residence for a minimum period of time;
- 2) Intends to continue living in the same primary residence as the employee;
- 3) Shares a close, personal relationship (e.g. not a casual roommate or tenant) with the employee;
- 4) Is jointly responsible with the employee for basic living expenses;
- 5) Is not married;
- 6) Is eighteen (18) years or older;
- 7) Is not related by blood to the employee such as that the relationship would bar marriage in the state of California;
- 8) Is not receiving benefits from any other employer (however, e.g., an LDA who is receiving medical but not dental benefits from his or her employer is eligible for dental but not medical benefits from USF.); OR
- 9) Is a dependent parent or adult child no longer eligible for benefits, living in the same primary residence as the employee and is claimed as the employee's tax dependent.

### **Coverage for a Disabled Child**

If an unmarried enrolled dependent child with a mental or physical disability reaches age 26, the plan will continue to cover the child as long as:

- The child is unable to be self-supporting due to a mental or physical disability;
- The child depends primarily on you for support (i.e., you provide at least 50% of his or her financial support);
- You provide to the University of San Francisco proof of the child's incapacity and dependency within 60 days of the date coverage would have otherwise ended because the child reached age 26; and
- You provide proof, upon the University of San Francisco's request, that the child continues to meet these conditions.

The proof might include medical examinations at The University of San Francisco's expense. However, you will not be asked for this information more than once a year. If you do not supply such proof within 60 days of request, the plan will no longer pay Benefits for that child. The definition of disability will be as set forth under the Americans with Disabilities Act (ADA) regulations.

Coverage will continue for as long as the enrolled Dependent is incapacitated and dependent upon you, unless coverage is otherwise terminated in accordance with the terms of the plan.

### **ENROLLING YOUR DEPENDENTS**

Your Dependents must be enrolled when you first become eligible or on the first day of the month after they become Dependents. Dependents under the age of four may be enrolled at any time.

## WHEN YOU ARE NO LONGER COVERED

1. If you stop working for your 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 your employer 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

## YOUR BENEFITS

Your plan covers several categories of Benefits when the services are provided by a licensed dentist and 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 800-765-6003. To fully understand your coverage, you may wish to carefully review this Evidence of Coverage document.

### Applicable to divisions 01002 and 09102:

Delta Dental will provide payment for Diagnostic and Preventive, Basic, Restorative, Prosthodontic and Dental Accident Benefits at the percentage indicated up to a Maximum of \$1,500 for each Enrollee in each calendar year.

### Applicable to divisions 01003: 01004 and 09103:

Delta Dental will provide payment for Diagnostic and Preventive, Basic, Restorative, Prosthodontic and Dental Accident Benefits at the percentage indicated up to a Maximum of \$1,750 for each Enrollee in each calendar year.

Payment for Orthodontic Benefits for a dependent child is limited to a lifetime Maximum of \$1,500.

In Network – (using Delta Dental PPO provider) \$500 additional annual maximum and claims paid at incentive level of member (exception: prosthodontics 50%).

Out of Network – (using Delta Dental Premier® provider) claims paid at members incentive level without additional \$500 annual maximum (exception: prosthodontics 50%).

If you transfer or move from one Delta plan to another, you do not receive a new calendar year Maximum because you transferred or moved. The Maximum amount for Benefits paid by Delta in a calendar year under both plans will not exceed the Maximum allowed under your current plan.

For example: If Delta paid \$500 in Benefits while you were enrolled in a previous plan and the Maximum amount of your current plan is \$1,000, the total amount Delta will pay for your Benefits under the current plan is \$500.

Delta Dental will pay 70% of the Covered Fees for the Diagnostic, Preventive, Basic, Crown and Restorative Benefits during the first calendar year of eligibility.

This percentage increases 10% each consecutive year the dentist is visited to a maximum of 100%. If you do not use your program, the percentage remains at the level you reached the previous year. It drops back to 70% if you lose eligibility and then become eligible again.

The percentages for Prosthodontic, Orthodontic and Dental Accident Benefits do not change each year you visit your dentist.

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 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.

An agreement between your employer and Delta Dental is required to change Benefits during the term of the Contract.

Although the levels (i.e. percentages) of Benefits are the same no matter what dentist you choose, your out-of-pocket expenses may differ depending upon whether you select a Delta Dental PPO Dentist. When receiving treatment from any other dentist, you will have potentially greater out-of-pocket expenses.

#### **I. DIAGNOSTIC AND PREVENTIVE BENEFITS – 70-100%**

Diagnostic - oral examinations; x-rays; diagnostic casts; examination of biopsied tissue; palliative (emergency) treatment of dental pain; specialist consultation

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

#### **II. BASIC BENEFITS – 70-100%**

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 – 70-100%**

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%**

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

### **V. ORTHODONTIC BENEFITS – 50%**

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

## **LIMITATIONS**

1. An oral examination is a Benefit only twice in any calendar year while you are eligible under any Delta Dental plan.
2. Full-mouth x-rays are a Benefit once in a three-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 any calendar year, 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 cleaning each calendar year under any Delta Dental plan.

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

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

8. Sealant Benefits include the application of sealants only to permanent first molars through age eight and second molars through age 15 if they are without caries (decay) or restorations on the occlusal surface. Sealant Benefits do not include the repair or replacement of a sealant on any tooth within two years of its application.
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, 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. Prosthodontic appliances 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.
11. 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.
12. Implants (appliances inserted into bone or soft tissue in the jaw, usually to anchor a denture) are not covered by your plan. However, if implants are provided along with a covered prosthodontic appliance, Delta Dental will allow the cost of a standard partial or complete denture toward the cost of the implants and the prosthodontic appliances when the prosthetic appliance is completed. If Delta Dental makes such an allowance, we will not pay for any replacement for five years following the completion of the service.
13. 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.

14. Orthodontic coverage is limited to eligible dependent children.
15. 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.
16. Orthodontic Benefits will be provided in two payments after the person becomes covered (the initial payment at the banding date and the second in 12 months); however, for treatment plans of less than \$500.00 or when the treatment plan is 12 months or less, one payment will be made.
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. 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 the Enrollee selects specialized orthodontic appliances or procedures chosen for aesthetic considerations an allowance will be made for the cost of a standard orthodontic treatment plan and the Enrollee is responsible for the remainder of the Dentist's fee.

19. 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.

## **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. Implants (materials implanted into or on bone or soft tissue) or the repair or removal of implants, except as provided under LIMITATIONS.
13. Diagnosis or treatment by any method of any condition related to the temporomandibular (jaw) joints or associated muscles, nerves or tissues.
14. Replacement of existing restoration for any purpose other than active tooth decay.
15. Occlusal guards and complete occlusal adjustment.
16. Charges for replacement or repair of an orthodontic appliance paid in part or in full by this plan.

## **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 using our website -deltadentalins.com, or by calling 800-765-6003.

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

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

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

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

## **CHOICE OF DENTISTS AND PROVIDERS**

### **PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS 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 website – [deltadentalins.com](http://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 communication from Enrollees. Enrollees may submit any suggestions regarding Delta Dental's public policy in writing to: Delta Dental of California, Customer Service Department, P. O. Box 997330, Sacramento, CA 95899-7330.

## **SAVING MONEY ON YOUR DENTAL BILLS**

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

1. 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.

## **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.

## **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 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 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 a claim form 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 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 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.

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 **800-765-6003**, contact us on our website at: [deltadentalins.com](http://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).

## **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 coordinate payments and 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, however, the secondary plan's payment is limited to the amount of your out-of-pocket cost under the primary plan, 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, pertaining to certain employers having 20 or more employees) and the California Continuation Benefits Replacement Act (or Cal-COBRA, pertaining to employers with two to 19 employees), both require that continued health care coverage be made available to "Qualified Beneficiaries" who lose health care coverage under the group plan as a result of a "Qualifying Event." You may be entitled to continue coverage under this plan, *at your expense*, if certain conditions are met. The period of continued coverage depends on the Qualifying Event and whether you are covered under federal COBRA or Cal-COBRA.

### **DEFINITIONS**

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

**Qualified Beneficiary** means:

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

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

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

**You** means the Primary Enrollee.

### **PERIODS OF CONTINUED COVERAGE UNDER FEDERAL COBRA**

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

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

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

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

#### **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 Cal-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 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 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.