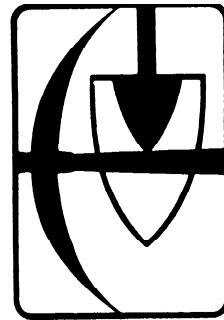


**LABORERS
HEALTH AND WELFARE
TRUST FUND FOR
NORTHERN CALIFORNIA
DELTA DENTAL PROGRAM
FOR**



ACTIVE LABORERS

EFFECTIVE: March 1, 2005

Group No. 2211-0001

Please place this insert in your
Health and Welfare Plan booklet

*Combined Evidence
of Coverage
and Disclosure Form*

**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.**

Complicated suturing (reconstruction requiring delicate handling of tissues and wide undermining for meticulous closure).

D7911	Complicated suture - up to 5 cm	BR*
D7912	Complicated suture - greater than 5 cm	BR*

Other repair procedures

D7960	Frenulectomy (frenectomy or frenotomy) - separate procedure	153.00
D7970	Excision of hyperplastic tissue - per arch	138.00
D7971	Excision of pericoronal gingival	57.00
D7972	Surgical reduction of fibrous tuberosity	57.00
D7980	Sialolithotomy	573.00
D7981	Excision of salivary gland, by report	573.00
D7982	Sialodochoplasty	104.00
D7983	Closure of salivary fistula	277.00

D8000-D8999 ORTHODONTICS

Minor treatment to control harmful habits

D8210	Removable appliance therapy	502.00
D8220	Fixed appliance therapy	251.00
D8660	Pre-orthodontic treatment visit	60.00

D9000-D9999 ADJUNCTIVE GENERAL SERVICES

Unclassified treatment

D9110	Palliative (emergency) treatment of dental pain - minor procedure	UCR
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Anesthesia

D9220	Deep sedation/general anesthesia - first 30 minutes	138.00
D9221	Deep sedation/general anesthesia - each additional 15 minutes	53.00

Professional consultation

D9310	Consultation (diagnostic service provided by dentist or physician other than practitioner providing treatment)	UCR
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Professional visits

D9430	Office visit for observation (during regularly scheduled hours) - no other services performed	UCR
D9440	Office visit - after regularly scheduled hours	UCR

Drugs

D9610	Therapeutic drug injection, by report	BR*
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Miscellaneous services

D9930	Treatment of complications (postsurgical) - unusual circumstances, by report	21.00
D9951	Occlusal adjustment - limited	49.00

Note: This Appendix represents codes and nomenclature excerpted from the version of Current Dental Terminology (CDT) in effect at the date of this printing. CDT coding and nomenclature are the copyright of the American Dental Association, and have been accepted as the standard for data transmission purposes under federal Administrative Simplification regulations. For the purposes of this Appendix, Delta's administration of Benefits, Limitations and Exclusions under this Contract will at all times be based on the then-current version of CDT whether or not a revised Appendix is provided. Any notes in italic type have been added by Delta Dental for clarification.

TO: ALL ELIGIBLE ACTIVE LABORERS AND THEIR DEPENDENTS

We are pleased to provide you with this new booklet which has been updated effective March 1, 2005.

As you are aware, the Plan's dental benefits are provided through a contract with Delta Dental. Under this contract you are free to choose any dentist for your dental care, but it is to your advantage to use a Delta Dentist. Delta Dentists have had their fees approved in advance by Delta and may not charge you above those amounts. Fees will vary, even among Delta Dentists, and your out-of-pocket expenses will vary accordingly. We urge you to discuss the treatment plan and fees to be charged with your dentist *in advance* to avoid any misunderstanding when the claim is paid. If you receive your services from a DeltaPreferred Option Dentist your out-of-pocket expenses will be less and if you use a non-Delta Dentist, your out-of-pocket expenses may be higher since there is no agreed upon limit on the amount the dentist may charge you.

This booklet describes the details of your dental program. If you have questions concerning these details, please call the Fund Office.

Sincerely,

BOARD OF TRUSTEES
LABORERS HEALTH AND WELFARE
TRUST FUND FOR
NORTHERN CALIFORNIA

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 program. 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).

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

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

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

DELTA DENTAL OF CALIFORNIA

100 First Street
San Francisco, CA 94105

For claims, eligibility and benefits inquiries, or additional information, call Delta's Customer Service department toll-free at: 1-800-765-6003

Or contact us on our

web site: www.deltadentalca.org

FUND OFFICE

LABORERS HEALTH AND WELFARE TRUST FUND FOR
NORTHERN CALIFORNIA

220 Campus Lane
Fairfield, California 94534

1-707-864-2800

Toll-Free Number 1-800-244-4530

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

D7461 Removal of benign nonodontogenic cyst or tumor -
lesion diameter greater than 1.25 cm 403.00

Excision of bone tissue

D7471 Removal of lateral exostosis (maxilla or mandible) 247.00
D7472 Removal of torus palatinus 247.00
D7473 Removal of torus mandibularis 247.00
D7485 Surgical reduction of osseous tuberosity 247.00
D7490 Radical resection of maxilla or mandible BR*

Surgical incision

D7510 Incision and drainage of abscess - intraoral soft tissue 64.00
D7520 Incision and drainage of abscess - extraoral soft tissue 92.00
D7530 Removal of foreign body from mucosa, skin, or
subcutaneous alveolar tissue 98.00
D7540 Removal of reaction-producing foreign bodies,
musculoskeletal system 150.00
D7550 Partial ostectomy/sequestrectomy for removal of
non-vital bone 131.00
D7560 Maxillary sinusotomy for removal of tooth fragment or
foreign body 294.00

Treatment of fractures - simple

D7610 Maxilla - open reduction (teeth immobilized, if present) 1,336.00
D7620 Maxilla - closed reduction (teeth immobilized, if present) 854.00
D7630 Mandible - open reduction (teeth immobilized, if present) 1,950.00
D7640 Mandible - closed reduction (teeth immobilized, if present) 910.00
D7650 Malar and/or zygomatic arch - open reduction 1,504.00
D7660 Malar and/or zygomatic arch - closed reduction 1,045.00
D7670 Alveolus - closed reduction, may include stabilization
of teeth 217.00
D7671 Alveolus - open reduction, may include stabilization of
teeth BR*
D7680 Facial bones - complicated reduction with fixation and
multiple surgical approaches 1,895.00

Treatment of fractures - compound

D7710 Maxilla - open reduction 1,895.00
D7720 Maxilla - closed reduction 1,274.00
D7730 Mandible - open reduction 1,834.00
D7740 Mandible - closed reduction 1,304.00
D7750 Malar and/or zygomatic arch - open reduction 1,469.00
D7760 Malar and/or zygomatic arch - closed reduction 1,469.00
D7770 Alveolus - open reduction stabilization of teeth 1,950.00
D7771 Alveolus - closed reduction stabilization of teeth BR*
D7780 Facial bones - complicated reduction with fixation and
multiple surgical approaches 1,950.00

Reduction of dislocation and management of other temporomandibular joint dysfunctions

D7810 Open reduction of dislocation 309.00
D7820 Closed reduction of dislocation 144.00
D7830 Manipulation under anesthesia 309.00

Repair of traumatic wounds

D7910 Suture of recent small wounds up to 5 cm BR*

Other surgical procedures

D7260	Oroantral fistula closure	229.00
D7261	Primary closure of a sinus perforation	229.00
D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth	217.00
D7272	Tooth transplantation (includes reimplantation from one site to another and splinting and/or stabilization)	204.00
D7280	Surgical access of an unerupted tooth	242.00
D7281	Surgical exposure of impacted or unerupted tooth to aid eruption	126.00
D7282	Mobilization of erupted or malpositioned tooth to aid eruption	BR*
D7285	Biopsy of oral tissue - hard (bone, tooth)	UCR
D7286	Biopsy of oral tissue - soft	UCR

Alveoloplasty - surgical preparation of ridge for dentures

D7310	Alveoloplasty in conjunction with extractions - per quadrant	79.00
D7311	Alveoloplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	48.00
D7320	Alveoloplasty not in conjunction with extractions - per quadrant	101.00
D7321	Alveoloplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	64.00

Vestibuloplasty

D7340	Vestibuloplasty - ridge extension (secondary epithelialization)	172.00
D7350	Vestibuloplasty - ridge extension (including soft tissue graft, muscle reattachment, revision of soft tissue attachment and management of hypertrophied and hyperplastic tissue)	287.00

Surgical excision of soft tissue lesions

D7410	Excision of benign lesion up to 1.25 cm	BR*
D7411	Excision of benign lesion greater than 1.25 cm	348.00
D7412	Excision of benign lesion, complicated	BR*
D7413	Excision of malignant lesion up to 1.25 cm	BR*
D7414	Excision of malignant lesion greater than 1.25 cm	BR*
D7415	Excision of malignant lesion, complicated	BR*
D7465	Destruction of lesion(s) by physical or chemical method, by report	BR*

Surgical excision of intra-osseous lesions

D7440	Excision of malignant tumor - lesion diameter up to 1.25 cm	BR*
D7441	Excision of malignant tumor - lesion diameter greater than 1.25 cm	BR*
D7450	Removal of benign odontogenic cyst or tumor - lesion diameter up to 1.25 cm	146.00
D7451	Removal of benign odontogenic cyst or tumor - lesion diameter greater than 1.25 cm	403.00
D7460	Removal of benign nonodontogenic cyst or tumor - lesion diameter up to 1.25 cm	146.00

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DEFINITIONS

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

Allowance — the maximum amount paid for a covered Single Procedure as indicated on the attached Table of Allowances.

Benefits — those Covered Services listed in the Table of Allowances.

Contract — the written agreement between your employer or sponsoring group and Delta 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 will apply Benefit payments, according to the Contract.

Deductible — the amount you must pay for dental care each Plan Year before Delta's Benefits begin.

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

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

Dependent — a Primary Enrollee's Dependent, as defined in the Plan's Rules and Regulations, who is eligible to enroll for Benefits in accordance with the conditions of eligibility outlined in the Plan's Rules and Regulations.

Effective Date — the date this program starts.

Enrollee — a Primary Enrollee or Dependent enrolled under the Plan to receive Benefits, or a person who chooses to pay for COBRA.

Maximum — the greatest dollar amount Delta will pay for covered procedures in any Plan Year and lifetime for Orthodontic Benefits.

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

Plan — the Active Laborers Plan of the Laborers Health and Welfare Trust Fund for Northern California.

D6612	Onlay - cast predominantly base metal, two surfaces	314.25
D6613	Onlay - cast predominantly base metal, three or more surfaces	314.25
D6614	Onlay - cast noble metal, two surfaces	314.25
D6615	Onlay - cast noble metal, three or more surfaces	314.25
D6624	Inlay - titanium	247.50
D6634	Onlay - titanium	314.25

Fixed partial denture retainers - crowns

D6720	Crown - resin with high noble metal	310.50
D6721	Crown - resin with predominantly base metal	276.75
D6722	Crown - resin with noble metal	302.25
D6750	Crown - porcelain fused to high noble metal	310.50
D6751	Crown - porcelain fused to predominantly base metal	276.75
D6752	Crown - porcelain fused to noble metal	302.25
D6780	Crown - _ cast high noble metal	306.75
D6781	Crown - _ cast predominantly base metal	306.75
D6782	Crown - _ cast noble metal	306.75
D6790	Crown - full cast high noble metal	309.00
D6791	Crown - full cast predominantly base metal	276.00
D6792	Crown - full cast noble metal	301.50
D6794	Crown - titanium	309.00

Other fixed partial denture services

D6930	Recement fixed partial denture	45.00
D6940	Stress breaker	65.25
D6970	Cast post and core in addition to fixed partial denture retainer	127.50
D6971	Cast post as part of fixed partial denture retainer	127.50
D6972	Prefabricated post and core in addition to fixed partial denture retainer	84.75
D6973	Core buildup for retainer, including any pins	54.75
D6977	Each additional prefabricated post - same tooth	BR*
D6980	Fixed partial denture repair, by report	BR*

D7000-D7999 ORAL AND MAXILLOFACIAL SURGERY

Extractions (includes local anesthesia, suturing, if needed, and routine postoperative care)

D7111	Extraction, coronal remnants - deciduous tooth	27.00
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	53.00

Surgical extractions (includes local anesthesia, suturing, if needed, and routine postoperative care)

D7210	Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth	103.00
D7220	Removal of impacted tooth - soft tissue	129.00
D7230	Removal of impacted tooth - partially bony	181.00
D7240	Removal of impacted tooth - completely bony, with unusual surgical complications	212.00
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications	BR*
D7250	Surgical removal of residual tooth roots (cutting procedure)	111.00

Denture rebase procedures

D5710	Rebase complete maxillary denture	165.75
D5711	Rebase complete mandibular denture	172.50
D5720	Rebase maxillary partial denture	144.00
D5721	Rebase mandibular partial denture	162.75

Denture reline procedures

D5730	Reline complete maxillary denture(chairside)	80.25
D5731	Reline complete mandibular denture chairside)	78.00
D5740	Reline maxillary partial denture (chairside)	79.50
D5741	Reline mandibular partial denture (chairside)	78.00
D5750	Reline complete maxillary denture (laboratory)	123.00
D5751	Reline complete mandibular denture (laboratory)	123.75
D5760	Reline maxillary partial denture (laboratory)	125.25
D5761	Reline mandibular partial denture (laboratory)	124.50

Interim prosthesis

D5820	Interim partial denture (maxillary)	141.00
D5821	Interim partial denture (mandibular)	144.00

Other removable prosthetic services

D5850	Tissue conditioning, maxillary	42.00
D5851	Tissue conditioning, mandibular	43.50

D6200-D6999 PROSTHODONTICS, FIXED

(Each abutment and each pontic constitutes a unit in a fixed partial denture.)

Partial denture pontics

D6210	Pontic - cast high noble metal	296.25
D6211	Pontic - cast predominantly base metal	253.50
D6212	Pontic - cast noble metal	283.50
D6214	Pontic - titanium	296.25
D6240	Pontic - porcelain fused to high noble metal	303.00
D6241	Pontic - porcelain fused to predominantly base metal	270.75
D6242	Pontic - porcelain fused to noble metal	293.25
D6250	Pontic - resin with high noble metal	303.00
D6251	Pontic - resin with predominantly base metal	270.75
D6252	Pontic - resin with noble metal	293.25

Fixed partial denture retainers - inlays/onlays

D6545	Retainer - cast metal for resin bonded fixed prosthesis	148.50
D6548	Retainer - porcelain/ceramic for resin bonded fixed prosthesis	BR*
D6602	Inlay - cast high noble metal, two surfaces	207.00
D6603	Inlay - cast high noble metal, three or more surfaces	247.50
D6604	Inlay - cast predominantly base metal, two surfaces	207.00
D6605	Inlay - cast predominantly base metal, three or more surfaces	247.50
D6606	Inlay - cast noble metal, two surfaces	207.00
D6607	Inlay - cast noble metal, three or more surfaces	247.50
D6610	Onlay - cast high noble metal, two surfaces	314.25
D6611	Onlay - cast high noble metal, three or more surfaces	314.25

Plan Year — the period from March 1 through February 28th or 29th.

Primary Enrollee — any group member or employee who meets the eligibility requirements of the Plan's Rules and Regulations is eligible to enroll for Benefits in accordance with the conditions of eligibility outlined in this booklet.

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

Usual, Customary and Reasonable (UCR) —

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

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

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

YOUR BENEFITS

Your dental program covers several categories of Benefits, when the services are provided by a licensed dentist, and when they are necessary and customary under the generally accepted standards of dental practice. After you have satisfied any Deductible requirements, Delta will provide payment for these services up to the maximum Allowance indicated up to a Maximum of \$1,500 for each Enrollee in each Plan Year.

Payment for Orthodontic Benefits for each dependent child and full-time student through the end of the month of their 23rd birthday is limited to a lifetime Maximum of \$1,500. Orthodontic Benefits will cease immediately upon termination of eligibility instead of being continued for up to six months after termination.

Delta shall pay the Usual, Customary and Reasonable fees, the Fee Actually Charged, or the amount for each Single Procedure shown on the Table of Allowances at the end of this booklet, whichever is less. Any difference between the Allowance and the Dentist's fee is the responsibility of the patient.

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

Although the levels 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 a non-Delta Dental PPO Dentist, you will have potentially greater out-of-pocket expenses.

I. DIAGNOSTIC AND PREVENTIVE BENEFITS

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

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

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

Endodontic — treatment of the tooth pulp

Periodontic — treatment of gums and bones that support the teeth

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

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

III. CROWNS, INLAYS, ONLAYS AND CAST RESTORATION BENEFITS

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

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

D5000-D5999 PROSTHODONTICS, REMOVABLE

Procedures relating to dentures, partial dentures and relines include adjustments for a six month period following installation. Such procedures do not include specialized techniques involving precision dentures, personalization or characterizations.

Complete dentures (including routine post-delivery care).

D5110	Complete denture - maxillary	401.25
D5120	Complete denture - mandibular	404.25
D5130	Immediate denture - maxillary	408.75
D5140	Immediate denture - mandibular	407.25

Partial dentures (including routine post-delivery care)

D5211	Maxillary partial denture - resin base (including conventional clasps, rests and teeth)	344.25
D5212	Mandibular partial denture - resin base (including any conventional clasps, rests and teeth)	374.25
D5213	Maxillary partial denture - cast metal framework with resin denture bases (including conventional clasps, rests and teeth)	499.50
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including conventional clasps, rests and teeth)	498.75
D5225	Maxillary partial denture - flexible base (including any clasps, rests and teeth)	375.00
D5226	Mandibular partial denture - flexible base (including any clasps, rests and teeth)	375.00

Adjustments to dentures

D5281	Removable unilateral partial denture - one piece cast metal (including clasps and teeth)	75.00
D5410	Adjust complete denture - maxillary	21.75
D5411	Adjust complete denture - mandibular	21.75
D5421	Adjust partial denture - maxillary	23.25
D5422	Adjust partial denture - mandibular	23.75

Repairs to complete dentures

D5510	Repair broken complete denture base	49.50
D5520	Replace missing or broken teeth - complete denture (each tooth)	39.75

Repairs to partial dentures

D5610	Repair resin denture base	49.50
D5620	Repair cast framework	BR*
D5630	Repair or replace broken clasp	60.75
D5640	Replace broken teeth - per tooth	44.25
D5650	Add tooth to existing partial denture	51.75
D5660	Add clasp to existing partial denture	60.75
D5670	Replace all teeth and acrylic on cast metal framework (maxillary)	BR*
D5671	Replace all teeth and acrylic on cast metal framework (mandibular)	BR*

Other endodontic services

D3920	Hemisection (including any root removal), not including root canal therapy	186.00
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4000-D4999 PERIODONTICS**Surgical services (including usual postoperative services).**

D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or bounded teeth spaces per quadrant	183.00
D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or bounded teeth spaces per quadrant	110.00
D4240	Gingival flap procedure, including root planing - four or more contiguous teeth or bounded teeth spaces per quadrant	108.00
D4241	Gingival flap procedure, including root planing - one to three contiguous teeth or bounded teeth spaces per quadrant	65.00
D4245	Apically positioned flap	108.00
D4249	Clinical crown lengthening - hard tissue	BR*
D4260	Osseous surgery (including flap entry and closure) - four or more contiguous teeth or bounded teeth spaces per quadrant	449.00
D4261	Osseous surgery (including flap entry and closure) - one to three contiguous teeth or bounded teeth spaces per quadrant	269.00
D4263	Bone replacement graft - first site in quadrant	195.00
D4264	Bone replacement graft - each additional site in quadrant	195.00
D4266	Guided tissue regeneration - resorbable barrier, per site	112.00
D4267	Guided tissue regeneration - non-resorbable barrier, per site (includes membrane removal)	112.00
D4270	Pedicle soft tissue graft procedure	29.00
D4271	Free soft tissue graft procedure (including donor site surgery)	183.00
D4273	Subepithelial connective tissue graft procedures	205.00
D4274	Distal or proximal wedge procedure (when not performed in conjunction with surgical procedures in the same anatomical area)	BR*

Non-surgical periodontal service

D4341	Periodontal scaling and root planing - four or more teeth per quadrant	72.00
D4342	Periodontal scaling and root planing - one to three teeth, per quadrant	43.00
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis	80.00

Other periodontal services

D4910	Periodontal maintenance (following active therapy)	68.00
D4920	Unscheduled dressing change (by someone other than treating dentist)	BR*

V. ORTHODONTIC BENEFITS

Procedures using appliances or surgery to straighten or realign teeth, which otherwise would not function properly. Orthodontic Benefits are available only to eligible dependent children and students and are payable at 50% of charges up to a Maximum lifetime payment of \$1,500.

LIMITATIONS

1. An oral examination is a Benefit only once in a six month period while you are eligible under any Delta program.
2. Full-mouth x-rays are a Benefit once in a three-year period while you are eligible under any Delta program.
3. Bitewing x-rays are provided on request by the dentist, but no more than twice in a calendar year while you are eligible under any Delta program.
4. Only the first cleaning, or Single Procedure which include cleaning, or combination thereof, in a six month period is a Benefit while you are eligible under any Delta program.
5. Sealant Benefits include the application of sealants only to permanent posterior molars up to age 14 if they are without caries (decay), or restoration on the occlusal surface. Sealant Benefits do not include the repair or replacement of a sealant on any tooth within three years of its application.
6. Crowns, Inlays, Onlays and Cast Restorations are Benefits on the same tooth only once every five years, while you are eligible under any Delta program, unless Delta 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.
7. Prosthodontic appliances are Benefits only once every five years, while you are eligible under any Delta program, unless Delta 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 program will be made if it is unsatisfactory and cannot be made satisfactory.
8. Implants (appliances inserted into bone or soft tissue in the jaw, usually to anchor a denture) are not covered by your program. However, if implants are provided along with a

covered prosthodontic appliance, Delta 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 makes such an allowance, we will not pay for any replacement for five years following the completion of the service.

9. 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 will pay the applicable allowance 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.

10. Orthodontic coverage is limited to eligible dependent children.

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

12. Delta'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.

13. X-rays and extractions that might be necessary for orthodontic treatment are not covered by Orthodontic Benefits, but may be covered under Diagnostic and Preventive or Basic Benefits.

EXCLUSIONS/SERVICES WE DO NOT COVER

Delta 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 does not provide benefits for:

1. Services for injuries covered by 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.

D2960	Labial veneer (resin laminate) - chairside	131.25
D2961	Labial veneer (resin laminate) - laboratory	233.25
D2962	Labial veneer (porcelain laminate) - laboratory	258.75
D2980	Crown repair, by report	BR*

D3000-D3999 ENDODONTICS

Pulpotomy

D3220	Therapeutic pulpotomy (excluding final restoration) removal of pulp coronal to the dentinocemental junction and application of medicament	56.00
D3230	Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration)	56.00
D3240	Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration)	56.00

Procedures D3310 through D3450 include all test x-rays taken as part of the complete root canal procedure.

Endodontic therapy (including treatment plan, clinical procedures, and follow-up care).

D3310	Anterior (excluding final restoration)	281.00
D3320	Bicuspid (excluding final restoration)	351.00
D3330	Molar (excluding final restoration)	452.00
D3346	Retreatment of previous root canal therapy - anterior	281.00
D3347	Retreatment of previous root canal therapy - bicuspid	351.00
D3348	Retreatment of previous root canal therapy - molar	452.00
D3351	Apexification/recalcification - initial visit (apical closure/calccific repair of perforations, root resorption, etc.)	86.00
D3352	Apexification/recalcification - interim medication replacement (apical closure/calccific repair of perforations, root resorption, etc.)	86.00
D3353	Apexification/recalcification - final visit (includes completed root canal therapy - apical closure/calccific repair of perforations, root resorption, etc.)	86.00

Apicoectomy/periradicular services

D3410	Apicoectomy/periradicular surgery - anterior	300.00
D3421	Apicoectomy/periradicular surgery - bicuspid (first root)	300.00
D3425	Apicoectomy/periradicular surgery - molar (first root)	300.00
D3426	Apicoectomy/periradicular surgery (each additional root)	300.00
D3430	Retrograde filling - per root	83.00
D3450	Root amputation - per root	186.00

D2530	Inlay - metallic - three or more surfaces	207.00
D2542	Onlay - metallic - two surfaces	255.00
D2543	Onlay - metallic - three surfaces	255.00
D2544	Onlay - metallic - four or more surfaces	255.00
D2650	Inlay - resin-based composite - one surface	48.75
D2651	Inlay - resin-based composite - two surfaces	70.50
D2652	Inlay - resin-based composite - three or more surfaces	90.00

Crowns - single restoration only

D2710	Crown - resin-based composite (indirect)	135.75
D2712	Crown - 3/4 resin-based composite (indirect)	135.75
D2720	Crown - resin with high noble metal	312.00
D2721	Crown - resin with predominantly base metal	279.00
D2722	Crown - resin with noble metal	301.50
D2740	Crown - porcelain/ceramic substrate	318.00
D2750	Crown - porcelain fused to high noble metal	312.00
D2751	Crown - porcelain fused to predominantly base metal	279.00
D2752	Crown - porcelain fused to noble metal	301.50
D2780	Crown - _ cast high noble metal	318.75
D2781	Crown - _ cast predominantly base metal	318.75
D2782	Crown - _ cast noble metal	318.75
D2783	Crown - _ porcelain/ceramic	BR*
D2790	Crown - full cast high noble metal	312.00
D2791	Crown - full cast predominantly base metal	282.00
D2792	Crown - full cast noble metal	303.00
D2794	Crown - titanium	312.00

Other restorative services

D2910	Recement inlay, onlay, or partial coverage restoration	31.50
D2915	Recement cast or prefabricated post and core	31.50
D2920	Recement crown	32.25
D2930	Prefabricated stainless steel crown - primary tooth	73.50
D2931	Prefabricated stainless steel crown - permanent tooth	76.50
D2932	Prefabricated resin crown	85.50
D2933	Prefabricated stainless steel crown with resin window	120.75
D2934	Prefabricated esthetic coated stainless steel crown - primary tooth	120.75
D2950	Core buildup, including any pins	54.75
D2951	Pin Retention - per tooth, in addition to restoration	22.50
D2952	Cast post and core in addition to crown	127.50
D2954	Prefabricated post and core in addition to crown	84.75
D2955	Post removal (not in conjunction with endodontic therapy)	BR*
D2957	Each additional prefabricated post - same tooth	BR*

3. Services for cosmetic purposes or for conditions that are a result of hereditary or developmental defects, such as cleft palate, upper and lower jaw malformations, congenitally missing teeth and teeth that are discolored or lacking enamel.

4. Services for restoring tooth structure lost from wear (abrasion, erosion, attrition, or abfraction), for rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion; or for stabilizing the teeth. Examples of such treatment are equilibration and periodontal splinting.

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

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

7. Experimental procedures.

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

9. Anesthesia, except for general anesthesia given by a dentist for covered oral surgery procedures.

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

11. Implants (materials implanted into or on bone or soft tissue) or the removal of implants or any treatment in conjunction with implants, except as provided under Limitations.

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 restoring active tooth decay.

14. Intravenous sedation, occlusal guards and complete occlusal adjustment.

15. Procedures not shown on the Table of Allowances.

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

DEDUCTIBLES

You must pay the first \$100 of Covered Services for each Enrollee in your family in each Plan Year, up to a limit of \$300 per family.

Exception: The Deductible will be waived on Diagnostic and Preventive Procedures.

So that you will not have to satisfy a Deductible late in one plan year and soon again the following year, any expenses incurred and applied against the Deductible in the last three months of a Plan Year (December, January and February) will be applied against the Deductible for the next Plan Year.

OTHER CHARGES

Delta'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 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 Dentist or Delta Dental PPO Dentist, you are responsible for the difference between the amount Delta pays and the amount charged by the non-Delta dentist.

COVERED FEES

It is to your advantage to select a dentist who is a Delta Dentist, since a lower portion of the dentist's fees may be covered by this plan if you select a dentist who is not a Delta Dentist.

A list of Delta Dentists (see DEFINITIONS) is available in a directory at your group benefits office, or by calling 1-800-427-3237.

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

Payment to a Delta Dentist will be based on the lesser of the fee on the Table of Allowances, or the accepted fee that the dentist has on file with Delta.

Payment for services by a California dentist, or an out-of-state dentist, who is not a Delta Dentist will be based on the lesser of the fee on the Table of Allowances, or the fee that satisfies the majority of Delta Dentists.

D1000-D1999 PREVENTIVE

Dental prophylaxis

D1110	Prophylaxis - adult	UCR
D1120	Prophylaxis - child through age 13	UCR

Topical fluoride treatment

D1201	Topical application of fluoride (including prophylaxis) - child through age 13	UCR
D1203	Topical application of fluoride (prophylaxis not included) - child through age 13	UCR
D1205	Topical application of fluoride (including prophylaxis) - adult	UCR

Other preventive services

Space maintenance (passive appliances) (including all adjustments within six months following installation).

D1510	Space maintainer - fixed - unilateral	UCR
D1515	Space maintainer - fixed - bilateral	UCR
D1520	Space maintainer - removable - unilateral	UCR
D1525	Space maintainer - removable - bilateral	UCR

D2000-D2999 RESTORATIVE

Amalgam restorations (including polishing)

D2140	Amalgam - one surface, primary or permanent	51.00
D2150	Amalgam - two surfaces, primary or permanent	65.00
D2160	Amalgam - three surfaces, primary or permanent	87.00
D2161	Amalgam - four or more surfaces, primary or permanent	88.00

Resin - based composite restorations - direct

D2330	Resin-based composite - one surface, anterior	66.00
D2331	Resin-based composite - two surfaces, anterior	66.00
D2332	Resin-based composite - three surfaces, anterior	66.00
D2335	Resin-based composite - four or more surfaces or involving incisal angle (anterior)	99.00
D2390	Resin-based composite crown, anterior	165.00
D2391	Resin-based composite - one surface, posterior	65.00
D2392	Resin-based composite - two surfaces, posterior	94.00
D2393	Resin-based composite - three surfaces, posterior	120.00
D2394	Resin-based composite - four or more surfaces, posterior	120.00

Inlay/onlay restorations

D2510	Inlay - metallic - one surface	112.50
D2520	Inlay - metallic - two surfaces	175.50

Delta shares the public and professional concern about the possible spread of HIV and other infectious diseases in the dental office. However, Delta 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, or to you. Delta 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 Dentist for certain specified dental conditions. Please call Delta'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's Continuity of Care Policy. You must make a specific request to continue under the care of your terminated Delta 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 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 Dentist for certain specified dental conditions. Please call Delta'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'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 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's Board of Directors includes Enrollees who participate in establishing Delta's public policy regarding Enrollees through periodic review of Delta's Quality Assessment program reports and communications from Enrollees. Enrollees may submit any suggestions regarding Delta's public policy in writing to: Delta

data set, incidental disclosures, or disclosures made prior to April 14, 2003. Please contact the appropriate privacy office as noted below if you would like to receive an accounting of disclosures or if you have questions about this right.

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

Complaints

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

Contact

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

Subscriber Services

P. O. Box 997330

Sacramento, CA 95899-7330

(877) 335-8273

disclosure under federal or state law. In some circumstances, you may have a right to have this decision reviewed. Please contact the appropriate privacy office as noted below if you have questions about access to your PHI.

You have the right to request a restriction of your PHI.

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

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

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

You have the right to receive an accounting of certain disclosures we have made, if any, of your PHI. This right does not apply to disclosures for purposes of treatment, payment, or health care operations or for information we disclosed after we received a valid authorization from you. Additionally, we do not need to account for disclosures made to you, to family members or friends involved in your care, or for notification purposes. We do not need to account for disclosures made for national security reasons or certain law enforcement purposes, disclosures made as part of a limited

Dental of California, Customer Service Department, P. O. Box 997330, Sacramento, CA 95899-7330.

SAVING MONEY ON YOUR DENTAL BILLS

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

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

You should also know that if a dentist discounts, waives or rebates or does not in good faith attempt to collect from you some portion of the fees entered on the claim form, the amounts payable by the Plan shall not exceed the lesser of the fees entered on the claim form or the Table of Allowances, reduced by the portion discounted, waived, rebated or not collected.

YOUR FIRST APPOINTMENT

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

1. Your Delta group number (on the front of this booklet):
2211-0001
2. Name of Plan Sponsor:
Board of Trustees of the Laborers Health and Welfare Trust
Fund for Northern California

3. Primary Enrollee's social security number (which must also be used by Dependents);
4. Primary Enrollee's date of birth;
5. Any other dental coverage you may have.

ACCESSIBILITY AND SERVICES FOR AFTER-HOURS AND URGENT CARE

If you or a family member has special needs, you should ask your dentist about accessibility to their office or clinic at the time you call for an appointment. Your dentist will be able to tell you if their office is accessible taking into consideration the specific requirements of your needs. Routine or urgent care may be obtained from any licensed dentist during their normal office hours. Delta does not require prior authorization before seeking treatment for urgent or after-hours care. You may plan in advance, for treatment for urgent, emergency or after-hours care by asking your dentist how you can contact the dentist in the event you or a family member may need urgent care treatment or treatment after normal business hours. Many dentists have made prior arrangements with other dentists to provide care to you if treatment is immediately or urgently needed. You may also call the local dental society that is listed in your local telephone directory if your dentist is not available to refer you to another dentist for urgent, emergency or after-hours care.

PREDETERMINATIONS

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

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

In order to receive predetermination, your dentist must send a claim form to us listing the proposed treatment. Delta 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,

Disclosures Delta Must Make Without an Authorization

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

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

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

Disclosures Delta Makes With Your Authorization

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

Your Rights Regarding PHI

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

You may not inspect or copy PHI compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, or PHI that is otherwise not subject to

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

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

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

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

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

- Uses and/or disclosures of PHI for payment.

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

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

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

your dentist returns the statement to us for payment when treatment has been completed.

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

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

REIMBURSEMENT PROVISIONS

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

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

Delta does not pay Delta 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 Dentists, you may call Delta's Customer Service department for more information.

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

If there is a difference between what your dentist is charging you and what Delta says your portion should be, or if you are

not satisfied with the dental work you have received, contact Delta's Customer Service department. We may be able to help you resolve the situation.

Delta may deny payment of any claim form for services submitted more than six months after the date the services were provided. If a claim is denied due to a Delta 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 (unless you failed to advise the dentist of your eligibility at the time of treatment).

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

IF YOU HAVE QUESTIONS ABOUT SERVICES FROM A DELTA DENTIST

If you have questions about the services you receive from a Delta Dentist, we recommend that you first discuss the matter with your dentist. If you continue to have concerns, call our Quality Review department at 1-800-765-6003. If appropriate, Delta 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 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 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.

condition, or treatment. Some examples of PHI include your name, address, telephone and/or fax number, electronic mail address, social security number or other identification number, date of birth, date of treatment, treatment records, x-rays, enrollment and claims records. Delta receives PHI from you, your provider, your plan sponsor, a broker or other person involved in the administration of your program, or other persons listed in this notice. Delta receives, uses and discloses your PHI to administer your benefit plan or as permitted or required by law. Any other disclosure of your PHI without your authorization is prohibited.

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

Permitted Uses and Disclosures of Your PHI

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

We are also permitted to use and/or disclose your PHI to comply with a valid authorization, to notify or assist in notifying

usually pays 80% for these services, it would pay \$80. The secondary carrier might usually pay 50% for this service. In this case, since payment is not to exceed the entire fee charged, the secondary carrier pays the remaining \$20 only. Since this method pays 100% of the bill, you have no out-of-pocket expense.

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

CANCELING THIS PROGRAM

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

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

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

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

NOTICE OF PRIVACY PRACTICES and CONFIDENTIALITY OF YOUR HEALTH CARE INFORMATION

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

This notice is required by law to tell you how Delta and its affiliates ("Delta") protect the confidentiality of your health care information in our possession. Protected Health Information (PHI) is defined as any individually identifiable information regarding a patient's medical/dental history; mental or physical

Delta 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 will also authorize a second opinion after treatment if an Enrollee has a complaint regarding the quality of care provided. Delta 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 to perform the clinical examination. When Delta 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 for payment. Delta will pay such claims in accordance with the Benefits of the program.

This is only a summary of Delta's policy on second opinions. A copy of Delta's formal policy is available from Delta's Customer Service department upon request.

ORGAN AND TISSUE DONATION

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

GRIEVANCE PROCEDURE AND CLAIMS APPEAL

If you have any questions about the services received from a Delta Dentist, we recommend that you first discuss the matter with your Dentist. If you continue to have concerns, you may call or write us. We will provide notifications if any dental services or claims are denied, in whole or part, stating the specific reason or reasons for denial. Any questions of ineligibility should first be handled directly between you and your group. If you have any question or complaint regarding the denial of dental services or claims, the policies, procedures and operations of Delta, or the quality of dental services performed by a Delta Dentist, you may call us toll-free at 1-800-765-6003, contact us on the Internet through e-mail: cms@delta.org or

through the web site: www.deltadentalca.org or write us at P. O. Box 7736, San Francisco, CA 94120, Attention: Customer Service department.

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

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

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

The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your plan at **(1-800-765-6003)** and use your plan's grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your Health Plan, or a grievance that has remained unresolved for more than 30 days, you may call the Department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a Health Plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The Department also has a toll-free telephone number **(1-888-HMO-2219)** and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The Department's Internet Web site (<http://www.hmohelp.ca.gov>) has complaint forms, IMR application forms and instructions online.

IMR has limited application to your dental program. You may request IMR only if your dental claim concerns a life-threatening or seriously debilitating condition(s) and is denied or modified because it was deemed an experimental procedure.

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 know if you have dental coverage in addition to this Delta program. Most dental carriers cooperate with one another to avoid duplicate payments, but still allow you to make use of both programs - sometimes paying 100% of your dental bill. For example, you might have some fillings which cost \$100. If the primary carrier