

Carpenters Health and
Welfare Trust Fund for California
265 Hegenberger Road, Suite 100
Oakland, California 94621-1480

For Participants of

**CARPENTERS
HEALTH & WELFARE
TRUST FUND FOR
CALIFORNIA**

Group Number 8501

Effective Date: January 1, 2004

*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.**



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 CHOOSING YOUR DENTIST 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 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 Trust Fund office, or with Delta.

DELTA DENTAL OF CALIFORNIA
P.O. Box 997330
Sacramento, California 95899-7330

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 the Internet at:

e-mail: cms@delta.org
web site: www.deltadentalca.org

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

TABLE OF CONTENTS

Definitions _____	3
Who Is Covered? _____	4
Participant Eligibility and Termination of Coverage _____	4
Who are Your Eligible Dependents? _____	4
Enrolling Your Dependents _____	5
When You Are No Longer Covered _____	5
Canceling This Program _____	5
Your Benefits _____	6
Limitations _____	8
Exclusions/Services We Do Not Cover _____	9
Covered Fees _____	11
Extension of Benefits _____	11
Choosing Your Dentist _____	11
Continuity of Care _____	13
Public Policy Participation by Enrollees _____	13
Saving Money On Your Dental Bills _____	13
Your First Appointment _____	13
Accessibility and Services For After-Hours and Urgent Care _____	14
Predeterminations _____	14
Payment _____	15
If You Have Questions About Services From A Delta Dentist _____	16
Second Opinions _____	16
Organ and Tissue Donation _____	17
Grievance Procedure and Claims Appeal _____	17
If You Have Additional Coverage _____	19
Optional Continuation of Coverage _____	19
Notice of Privacy Practices and Confidentiality of Your Health Care Information _____	19

DEFINITIONS

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

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

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

Contract — the written agreement between the Trust 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.

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.

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

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 program 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 will pay for covered procedures in any calendar year.

Participating Employer — means a group or an employer who participates in the group dental program established by Carpenters Health & Welfare Trust Fund for California.

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

Premiums — the money paid to Delta each month for you and your Dependents’ dental coverage.

Primary Enrollee — any active Participant who is eligible to enroll for Benefits in accordance with the conditions of eligibility outlined in the Summary Plan Description of the Carpenters Health and Welfare Trust Fund for California.

Single Procedure — a dental procedure to which Delta has assigned a separate procedure number; for example, a three-surface amalgam restoration of one permanent tooth (procedure 2160) or a complete upper denture, including adjustments for a six-month period following installation (procedure 5110).

Usual, Customary and Reasonable (UCR) —

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

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

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

WHO IS COVERED?

All active eligible participants of the Carpenters Health & Welfare Trust Fund for California and their eligible Dependents will become Enrollees in accordance with the requirements set forth by the Trust Fund.

PARTICIPANT ELIGIBILITY AND TERMINATION OF COVERAGE

Please refer to the Summary Plan Description of the Carpenters Health and Welfare Trust Fund for California for complete information on eligibility and termination of coverage.

WHO ARE YOUR ELIGIBLE DEPENDENTS?

- Your legal spouse or qualified domestic partner;
- Your unmarried dependent children until their 19th birthday;
- Your unmarried dependent children until their 23rd birthday if enrolled full-time in an accredited school, college or university;
- An unmarried dependent child aged 19 or older who is incapable of self-support because of a physical or mental

handicap that occurred before he or she turned 19, if the child is mostly dependent on you for support. Proof of this handicap must be given to the Fund Office. Proof will not be required more than once a year after the child has reached age 21.

“Dependent children” also means stepchildren, adopted children, children of a domestic partner, children placed for adoption and children for whom you are appointed legal guardian, provided that they are dependent upon you for support and maintenance.

A domestic partnership will exist between two people (regardless of their gender) and each of them will be the domestic partner of the other if they both complete, sign and file with the Fund Office an Affidavit of Domestic Partnership that is approved by the Fund. A domestic partner is subject to the same terms and conditions as any other Dependent enrolled under this program.

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

No Dependent in the military service is eligible.

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.

WHEN YOU ARE NO LONGER COVERED

1. Your dental coverage will end on the last day of the month in which your eligibility under the Trust Fund terminates, unless you qualify for and pay for OPTIONAL CONTINUATION OF COVERAGE. Your Dependents’ coverage ends when yours does, or as soon as they are no longer Dependents, unless they choose to pay for OPTIONAL CONTINUATION OF COVERAGE.

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

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.

YOUR BENEFITS

Your dental program covers several categories of Benefits, when the services are provided by a licensed dentist, and when they are necessary and customary under the generally accepted standards of dental practice. Delta will provide payment for these services at the percentage indicated up to a Maximum of \$2,500 for services provided by a **DeltaPreferred Option Dentist**, reduced to \$2,000 for services provided by a non-DeltaPreferred Option Dentist, for each Enrollee in each calendar year. These are not separate maximums. Benefits paid for services provided by a non-DeltaPreferred Option Dentist will count toward the Maximum for a **DeltaPreferred Option Dentist**, and Benefits paid for a **DeltaPreferred Option Dentist** will count toward the Maximum for a non-DeltaPreferred Option Dentist. The lifetime Maximum amount for Night Guards is \$175 per person. An agreement between the Trust and Delta is required to change Benefits during the term of the contract.

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

I. DIAGNOSTIC AND PREVENTIVE BENEFITS – 100% if services are provided by a DeltaPreferred Option Dentist

100% if services are provided by other dentists

Diagnostic — oral examinations; x-rays; examination of

biopsied tissue; palliative (emergency) treatment of dental pain; specialist consultation

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

II. BASIC BENEFITS –

80% if services are provided by a DeltaPreferred Option Dentist

50% if services are provided by other dentists

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

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

Endodontic — treatment of the tooth pulp

Periodontic — treatment of gums and bones that support the teeth

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

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

Night Guards— intraoral removable appliance provided for the treatment of harmful oral habits associated with periodontal disease

III. CROWNS, JACKETS, INLAYS, ONLAYS AND CAST RESTORATION BENEFITS –

80% if services are provided by a DeltaPreferred Option Dentist

50% if services are provided by other dentists

Crowns, Jackets, 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 –

80% if services are provided by a DeltaPreferred Option Dentist

50% if services are provided by other dentists

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

V. IMPLANTS — 80%

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

LIMITATIONS

1. An oral examination is a Benefit only twice in any calendar year while you are eligible under any Delta program. Oral examinations provided by a California dentist are Benefits only when the dentist is a Delta Dentist with an accepted fee on file with Delta.
2. Full-mouth x-rays are Benefits only 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 for children to age 18, and once in a calendar year for adults age 18 and over while you are eligible under any Delta program.
4. Only the first three cleanings, or Single Procedures which include cleaning, or combination thereof, provided to a patient in a calendar year are Benefits while you are eligible under any Delta program.
5. Sealant Benefits include the application of sealants only to permanent first molars up to age nine and second molars up to age 14 if they are without caries (decay), or restoration on the occlusal surface. Sealant Benefits do not include the repair or replacement of a sealant on any tooth within three years of its application.
6. Crowns, Jackets, 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. Delta will pay the above percentage of the dentist's fee for a standard partial or complete denture up to a maximum fee allowance. This fee allowance is the fee that would satisfy the majority of Delta's Dentists. A standard partial or complete denture is one made from accepted materials and by conventional methods. The maximum fee allowance is revised periodically, as dental fees change. If your dentist's accepted fee on file with Delta for a partial or complete denture is higher than this maximum allowance, you must pay that portion of his or her fee that exceeds Delta's allowance in addition to your portion of the allowance.

9. Implants are Benefits only when conventional fixed or removable prosthesis cannot provide clinically acceptable service and the patient will derive significantly greater benefit from an implant-borne prosthesis.

10. Covered implant procedures are not benefits unless the dentist requests and receives predetermination from Delta. A second opinion may be required from a dentist and at a location selected by Delta before predetermination will be granted.

11. Replacement implants are Benefits only following a five-year period after installation of an original implant provided under any Delta plan.

12. If an Enrollee selects a more expensive plan of treatment than is customarily provided, or specialized techniques, an allowance will be made for the least expensive, professionally acceptable, alternative treatment plan. Delta will pay the applicable percentage of the lesser fee for the customary or standard treatment and the patient is responsible for the remainder of the dentist's fee.

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

EXCLUSIONS/SERVICES WE DO NOT COVER

Delta 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.
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. Diagnosis or treatment by any method of any condition related to the temporomandibular (jaw) joints or associated muscles, nerves or tissues.
12. Replacement of existing restoration for any purpose other than restoring active tooth decay or fracture of the restoration.
13. Intravenous sedation and complete occlusal adjustment.
14. Diagnostic casts.

15. Orthodontic services (treatment of mal-alignment of teeth and/or jaws). Orthodontic Benefits are provided for dependent children, but not under this Delta Dental program. Contact the Carpenters claims office for further information.

COVERED FEES

It is to your advantage to select a dentist who is a Delta 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 Dentist.

A list of Delta Dentists (see DEFINITIONS) is available by calling 1-800-427-3237.

Payment to a **DeltaPreferred Option 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, 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 applicable percentage of the lesser of the Fee Actually Charged, 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 applicable percentage of the lesser of the Fee Actually Charged, or the fee which satisfies the majority of Delta 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 which satisfies the majority of Delta dentists.

EXTENSION OF BENEFITS

All Benefits cease on the date coverage terminates except Delta will pay for Single Procedures which were commenced while you were eligible.

CHOOSING YOUR DENTIST

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

Nearly 22,600 dentists in active practice in California are Delta Dentists. About 11,000 of these Delta Dentists are also **DeltaPreferred Option Dentists**. You are free to choose any dentist for treatment, but it is to your advantage to choose a

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

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

If you go to a non-Delta Dentist, Delta cannot assure you what percentage of the charged fee may be covered. Claims for services from non-Delta Dentists may be submitted to Delta at the address listed on page 1.

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

A list of **DeltaPreferred Option Dentists** and Delta Dentists can be obtained by calling 1-800-427-3237. This list will identify those dentists who can provide care for individuals who have mobility impairments or have special health care needs. You can obtain specific information about **DeltaPreferred Option Dentists** and Delta Dentists by using our web site – www.deltadentalca.org or calling the Delta Customer Service department at the number listed on page 1. A printed list of the **DeltaPreferred Option Dentists** and Delta Dentists in your area is also available by calling 1-800-427-3237.

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

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

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

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 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 **DeltaPreferred Option Dentist** for the greatest savings;
3. Using a Delta Dentist rather than a non-Delta Dentist;
4. Having your dentist obtain predetermination from Delta for any treatment over \$300;
5. Visiting your dentist regularly for checkups;
6. Following your dentist's advice about regular brushing and flossing;
7. Avoiding putting off treatment until you have a major problem; and
8. 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.

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);

2. The Trust Fund name: (Carpenters Health and Welfare Trust Fund for California)
3. Primary Enrollee's social security number or Participant ID 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 plan at the time the treatment you have planned is completed.

In order to receive predetermination, your dentist must send an Attending Dentist's Statement to us listing the proposed treatment. Delta will send your dentist a Notice of Predetermination which estimates how much you will have to

pay. After you review the estimate with your dentist and decide to go ahead with the treatment plan, your dentist returns the statement to us for payment when treatment has been completed.

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

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.

PAYMENT

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. 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 plan.

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 Attending Dentist's Statement for services submitted more than 12 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 will 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 is distributed to all Delta 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'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.

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, it will pay for all charges.

Enrollees may otherwise obtain second opinions about treatment from any dentist they choose, and claims for the examination may be submitted to Delta 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 a 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, he or she 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 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 social security number or Participant 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 will 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 will consult with a dentist who has appropriate training and experience. The identity of such dental consultant is available upon request.

We will provide a written acknowledgement within five days of receipt of the request for review. We will render a decision and respond to you within 60 days of receipt of the request for review. We will respond, within 72 hours to grievances involving severe pain and imminent and serious threat to a patient's health (urgent care grievance).

You may contact the U.S. Department of Labor, Employee Benefits Security Administration 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, 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 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 Attending Dentist's Statement, 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.

OPTIONAL CONTINUATION OF COVERAGE

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) requires that continued health care coverage be made available to "Qualified Beneficiaries" who lose health care coverage under the group plan as a result of a "Qualifying Event." You or your Dependents may be entitled to continue coverage under this program, at the Qualified Beneficiary's expense, if certain conditions are met. The period of continued coverage depends on the Qualifying Event.

Please refer to the Summary Plan Description of the Carpenters Health and Welfare Trust Fund for California for complete information about your COBRA Continuation of Coverage Rights.

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 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 employer if the employer sponsors the dental program, a broker or other person involved in the administration of your program, or other persons listed in this notice. Delta 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. If your benefit program is sponsored by your employer, we may provide PHI to your employer for purposes of administering your benefits unless otherwise prohibited by law. We may disclose PHI to third parties that perform services for Delta 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 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.

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

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

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

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

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

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

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

Complaints

You may complain to us or to the U. S. Secretary of Health and Human Services if you believe that Delta 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