

## **DENTAL EXPENSE COVERAGE FOR YOU AND YOUR DEPENDENTS**

This Booklet spells out the period to which each maximum applies.

### **Delta Dental PPO Plan Expense Coverage — Basic Plan**

Deductible -----	\$50
Family Deductible Limit -----	\$150
Dental Calendar Year Maximum -----	\$1,500 *
Dental Orthodontic Lifetime Maximum ----	\$1,000

\*Diagnostic and Preventive Benefits provided by a Delta Dental PPO Dentist are not subject to the Calendar Year Maximum.

### **Delta Dental PPO Plan Expense Coverage — Enhanced Plan I and Enhanced Plan II**

Deductible -----	\$50
Family Deductible Limit -----	\$150
Dental Calendar Year Maximum -----	\$2,000 *
Dental Orthodontic Lifetime Maximum ----	\$1,000

\*Diagnostic and Preventive Benefits provided by a Delta Dental PPO Dentist are not subject to the Calendar Year Maximum.

This Combined Evidence of Coverage and Disclosure Form replaces any Combined Evidence of Coverage and Disclosure Form previously in effect under the group contract.

## **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 PPO 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). You have a right to review it prior to your enrollment.

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 Dental covers. WE, US and OUR always refers to Delta Dental of California (Delta Dental).

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

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

For claims, eligibility and benefits inquiries, or additional information, call Delta Dental's Customer Service department toll-free at:  
1-800-626-3108.

Or contact us on the Internet at:

website: [deltadentalins.com/csu](http://deltadentalins.com/csu)

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

**This Combined Evidence of Coverage and Disclosure Form constitutes only a summary of the dental plan. The dental Contract must be consulted to determine the exact terms and conditions of coverage.**

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## DEFINITIONS

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

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

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

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

**Deductible** - the amount you must pay for dental care each year before Delta Dental's Benefits begin.

**Delta Dental Dentist** - a Dentist who has signed an agreement with Delta Dental or a Participating Plan, agreeing to provide services under the terms and conditions established by Delta Dental or the Participating Plan. This could be either a Delta Dental Premier Dentist or a Delta Dental PPO Dentist.

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

**Delta Dental PPO<sup>SM</sup> Dentist** - a Dentist with whom Delta Dental has a written agreement to provide services that may result in lower out of pocket expenses for Enrollees in this Delta Dental Plan.

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

**Effective Date** - the date this 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 Dental will pay for covered procedures in any calendar year and lifetime for Orthodontic Benefits.

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

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

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

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

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

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

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

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

## **WHO IS COVERED?**

New employees who are eligible must enroll themselves and Dependents within 60 days of employment. New Dependents should be enrolled as soon as they become Dependents, and they will then immediately be covered for dental Benefits on the first of the month following enrollment or attainment of Dependent status.

All eligible active employees who are appointed half-time or more for more than six months (equivalent to 7.5 weighted teaching units for academic year appointments) and who complete the enrollment process determined by the CSU Trustees are eligible for this Dental Care Program. Employees in certain academic year classifications may also be eligible if appointed for at least six weighted teaching units for at least one semester or two or more consecutive quarters. All retirees who are eligible to enroll as determined by the CSU Trustees are also eligible for this Dental Care Program.

### **Enrolled under the Basic Plan:**

1. E99, including SFSU Head Start
2. Public Safety (Unit 8)
3. Retirees

### **Enrolled under the Enhanced Plan I:**

1. Teaching Associates (Unit 11)
2. English Language Program Instructors Core Instructors Only (Unit 13)

### **Enrolled under the Enhanced Plan II:**

1. Physicians (Unit 1)
2. CSUEI (Units 2, 5, 7 and 9)
3. CMA Operating Engineers (Unit 10)
4. Faculty (Unit 3)
5. Academic Support (Unit 4)
6. Skilled Craft (Unit 6)
7. Management Personnel Plan (M80)
8. Executives (M98)
9. Confidential Employees (C99)
10. FERP Participants
11. Retiree Voluntary Enhanced II Plan

If you are on an approved unpaid leave of absence, you will continue to be covered if you make applicable payments directly to Delta Dental.

## **Family and Medical Leave Act (FMLA) of 1993**

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

## **Uniformed Services Employment and Re-employment Rights Act (USERRA) of 1994**

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

## **WHO ARE YOUR ELIGIBLE DEPENDENTS?**

- Your legal spouse or qualified domestic partner (as described below); and
- Your dependent children until their 26<sup>th</sup> birthday.

A dependent child may continue eligibility if:

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

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

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.

A domestic partner is an individual with whom the insured person has completed a declaration of domestic partnership, registered that declaration of domestic partnership with the Secretary of State of California filed for public record if required by law, and submitted it to the employer. A same-sex legal union other than marriage validly formed in another jurisdiction that is substantially equivalent to a registered domestic partner in California may also be recognized. A domestic partner is subject to the same terms and conditions as any other dependent enrolled under this program.

## **ENROLLING YOUR DEPENDENTS**

Your Dependents must be enrolled when you first become eligible or within 60 days after they become Dependents. If you fail to add your eligible dependents to dental coverage within the 60 days of the change in status event, there is a 90-day waiting period before benefits will be activated, or you can opt to add your eligible dependents during any subsequent open enrollment period.

## **COVERAGE COSTS**

Currently, your employer pays monthly Premiums for coverage of you and your enrolled Dependents. The amount of Premiums may change at each renewal of the Contract between your employer and Delta Dental.

Premiums will not increase during the contract year unless new taxes or tax rates are imposed upon Delta Dental for this program or unless there is an agreement between your employer and Delta Dental to change the Premiums rate.

## **WHEN YOU ARE NO LONGER COVERED**

If you stop working for your employer, your dental coverage will end at the earliest of the following, unless you qualify for and pay for OPTIONAL CONTINUATION OF COVERAGE.

1. When your employment terminates for reasons other than your retirement.
2. When you are no longer eligible.
3. If you choose to make direct payment while on leave and fail to make any required contribution, at the end of the period for which contribution was made.
4. When the group Contract terminates.

Ceasing active work will be considered to be immediate termination of employment, except that if you are absent from active work because of sickness, injury, or approved leave of absence, employment may be continued up to the limits specified in the group Contract. If you retire, you may be considered to continue for the purpose of any coverage available.

*If you cease work for any reason, contact your Benefits Office immediately to find out what coverage, if any, can be continued so that you will be able to exercise any rights you may have under this program.*

Dependent's Coverage Only:

A Dependent's coverage will terminate at the earliest of the following:

1. When such person ceases to meet the definition of a Dependent.
2. When a Dependent becomes covered as an employee.
3. When your employee coverage terminates.
4. Upon discontinuance of all Dependent coverage under the group Contract.

Dual coverage by the CSU plan and/or the State of California plan is prohibited. An employee or retiree who is also a family member of an employee or retiree may not be enrolled as both an employee or retiree and a family member. Employees or retirees may not enroll or be covered in more than one state-sponsored plan at the same time.

## **CANCELING THIS PROGRAM**

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

If this 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. After you have satisfied any Deductible requirements, Delta Dental will provide payment for these services at the percentage indicated up to a Maximum of \$1,500 for each Enrollee in each calendar year in the Basic Plan and \$2,000 for each Enrollee in each calendar year in the Enhanced Plan I and Enhanced Plan II. (See Who is Covered to determine which plan you have.)

Diagnostic and Preventive Benefits provided by a Delta Dental PPO Dentist are not subject to the Calendar Year Maximum.

**IMPORTANT:** If you opt to receive dental services that are not covered services under this plan, your Delta Dental Dentist may charge you his or her Usual and Customary rate for those services. Prior to providing you dental services that are not a covered Benefit, your dentist should provide you with a treatment plan that includes each anticipated service to be provided and the estimated cost of each service (see PREDETERMINATIONS). If you would like more information about dental coverage options, you may call our Customer Service department at 800-626-3108. To fully understand your coverage, you may wish to carefully review this Evidence of Coverage document.

Payments for Orthodontic Benefits are limited to a lifetime maximum of \$1,000.

Retiree Voluntary Enhanced II Plan: Retirees can elect the Basic Plan at no cost, or they now have the option to purchase the Voluntary Enhanced II Plan. They can make this choice at retirement or during the plans open enrollment. New retirees will automatically enroll with the Basic Plan coverage unless they confirm they want the Voluntary Enhanced II Plan. To enroll in the Voluntary Enhanced II Plan, Retirees need to Contact CalPERS at (888) 225-7377 or visit [csuretirees.calstate.edu](http://csuretirees.calstate.edu). To keep the Basic Plan, no action is required. Retirees and all eligible dependents will be enrolled in the same plan.

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



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

Although the levels (i.e. percentages) of Benefits are the same no matter what dentist you choose, your out-of-pocket savings may be greater if you select a Delta Dental PPO Dentist.

## **I. DIAGNOSTIC AND PREVENTIVE BENEFITS –**

**Basic Plan – 75%**

**Enhanced Plan I and Enhanced Plan II – 100%**

**No Deductible**

Diagnostic - oral examination, x-rays, diagnostic casts, examination of biopsied tissue, palliative (emergency) treatment of dental pain, consultation by a specialist.

Preventive - prophylaxis (cleaning), fluoride treatment, space maintainers.

**Note on additional Benefits during pregnancy.** If you are pregnant, Delta Dental will pay for additional services to help improve your oral health during pregnancy. The additional services each 12-month period while you are eligible in this Delta Dental plan include: one additional oral examination and either one additional routine cleaning or one additional periodontal scaling and root planing per quadrant. Written confirmation of your pregnancy must be provided by you or your dentist when the claim is submitted.

## **II. BASIC BENEFITS –**

**Basic Plan – 75%**

**Enhanced Plan I and Enhanced Plan II – 80%**

**Deductible Applies**

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

Restorative - amalgam, silicate, plastic or resin restorations (fillings) for treatment of cavities (decay)

Endodontic - treatment of the tooth pulp

Periodontic - treatment of gums and bones that support the teeth

Injection of antibiotic drugs

Repair or recementing of crowns, inlays, bridgework, or dentures; or relining of dentures

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

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

## **II. CROWNS, INLAYS, ONLAYS AND CAST RESTORATION BENEFITS –**

**Basic Plan and Enhanced Plan I – 50%**

**Enhanced Plan II – 80%**

### **Deductible Applies**

Crowns, Inlays, Onlays and Cast Restorations are Benefits only if they are provided to treat cavities that cannot be directly restored with amalgam, synthetic, plastic or resin fillings.

## **III. PROSTHODONTIC BENEFITS –**

**Basic Plan and Enhanced Plan I – 50%**

**Enhanced Plan II – 80%**

### **Deductible Applies**

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

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

## **IV. ORTHODONTIC BENEFITS –50%**

**\$1,000 Lifetime Maximum**

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

## **LIMITATIONS**

1. An oral examination is a Benefit only twice in a calendar year while you are eligible under any Delta Dental program. Oral examinations provided by a California dentist are Benefits only when the dentist is a Delta Dental Dentist with an accepted fee on file with Delta Dental. See Note on additional Benefits during pregnancy.
2. Prophylaxes (cleanings), fluoride treatments or procedures that include cleanings are Benefits only twice in a calendar year, while you are eligible under any Delta Dental program. See Note on additional Benefits during pregnancy.
3. Full-mouth x-rays are Benefits only once in a three-year period, while you are eligible under any Delta Dental program.

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

4. 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 Dental program.
5. Periodontal procedures that include cleanings are subject to the same limitations as other cleanings; i.e., cleanings of any kind are Benefits no more than twice in a calendar year, while you are eligible under any Delta Dental program. If you are pregnant during this time, we may pay for an additional cleaning. See Note on additional Benefits during pregnancy.
6. Periodontal scaling and root planing is a Benefit once for each quadrant each 24-month period. See note on additional Benefits during pregnancy.
7. Sealant Benefits include the application of sealants only to permanent first molars through age eight and second molars through age 15 if they are without caries (decay) or restorations on the occlusal surface. Sealant Benefits do not include the repair or replacement of a sealant on any tooth within two years of its application.
8. Crowns, Inlays, Onlays and Cast Restorations are Benefits on the same tooth only once every five years, while you are eligible under any Delta Dental program, unless Delta Dental determines that replacement is required because the restoration is unsatisfactory as a result of poor quality of care, or because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues since the replacement of the restoration.
9. Prosthodontic appliances and implants are Benefits only once every five years, while you are eligible under any Delta Dental plan, unless Delta Dental determines that there has been such an extensive loss of remaining teeth or a change in supporting tissues that the existing appliance cannot be made satisfactory. Replacement of a prosthodontic appliance not provided under a Delta Dental plan will be made if it is unsatisfactory and cannot be made satisfactory.

Delta Dental will replace an implant, a prosthodontic appliance or an implant supported prosthesis you received under another dental plan if we determine it is unsatisfactory and cannot be made satisfactory.

We will pay for the removal of an implant once for each tooth during the Enrollee's lifetime.

10. Delta Dental will pay the applicable percentage of the dentist's fee for a standard partial or complete denture. A standard partial or complete denture is defined as a removable prosthetic appliance provided to replace missing natural, permanent teeth which is made from accepted materials and by conventional methods.
11. If you select a more expensive plan of treatment than is customarily provided, or specialized techniques, an allowance will be made for the least expensive, professionally acceptable, alternative treatment plan. Delta Dental will pay the applicable percentage of the lesser fee for the customary or standard treatment and you are responsible for the remainder of the dentist's fee.

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

12. If orthodontic treatment is begun before you become eligible for coverage, Delta Dental's payments will begin with the first payment due to the dentist following your eligibility date.
13. Orthodontic Benefits will be provided in two payments after the person becomes covered (the initial payment at the banding date and the second in 12 months); however, for treatment plans of less than \$500.00 or when the treatment plan is 12 months or less, one payment will be made.

14. Delta Dental's 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.
15. X-rays and extractions that might be necessary for orthodontic treatment are not covered by Orthodontic Benefits, but may be covered under Diagnostic and Preventive or Basic Benefits.

## **EXCLUSIONS/SERVICES WE DO NOT COVER**

Delta Dental covers a wide variety of dental care expenses, but there are some services for which we do not provide Benefits. It is important for you to know what these services are before you visit your dentist.

Delta Dental does not provide benefits for:

1. Services for injuries 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. Treatment which restores tooth structure that is worn; treatment which rebuilds or maintains chewing surfaces that are damaged because the teeth are out of alignment or occlusion; or treatment which stabilizes 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. Cleanings, if an Enrollee has received two cleanings, covered by the program in a calendar year.
9. Charges by any hospital or other surgical or treatment facility and any additional fees charged by the Dentist for treatment in any such facility.
12. Anesthesia, except for general anesthesia or I.V. sedation given by a licensed Dentist for Oral Surgery services and select Endodontic and Periodontic procedures.
13. Grafting tissues from outside the mouth to tissues inside the mouth ("extraoral grafts").
12. Diagnosis or treatment by any method of any condition related to the temporomandibular (jaw) joints or associated muscles, nerves or tissues.
13. Replacement of existing restoration for any purpose other than restoring active tooth decay.
14. Charges for replacement or repair of an orthodontic appliance paid in part or in full by this program.
15. Occlusal guards and complete occlusal adjustment.

## **DEDUCTIBLES**

You must pay the first \$50 of Covered Services for each Enrollee in your family in each calendar year except for Diagnostic and Preventive Benefits, up to a limit of \$150 per family.

Deductibles met during the last quarter of a calendar year, October, November and December, shall be credited toward the satisfaction of the next calendar year deductible.

## **OTHER CHARGES**

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

## **COVERED FEES**

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

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

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

Payment to 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 Dental's dentists.

## **CHOICE OF DENTISTS AND PROVIDERS**

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

More than 29,000 dentists participate in the Delta Dental Premier Dentists Network in California. About 16,500 of these Delta Dental Dentists are also Delta Dental PPO Dentists. You are free to choose any dentist for treatment, but it is to your advantage to choose a Delta Dental PPO Dentist. This is because his or her fees are approved in advance by Delta Dental. Delta Dental PPO Dentists have treatment forms on hand and will complete and submit the forms to Delta Dental free of charge.

If you choose a Delta Dental PPO Dentist, you will receive all of the advantages of going to a Delta Dental Premier Dentist, and you may have a higher level of savings or less out of pocket expenses for certain services.

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

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

## **DELTA DENTAL DENTIST DIRECTORY**

A list of Delta Dental 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 Delta Dental Dentists by using our website – [deltadentalins.com/csu](http://deltadentalins.com/csu) or calling the Delta Dental Customer Service department at the number listed on page 1. A printed list of the Delta Dental PPO Dentists and Delta Dental Premier Dentists in your area is also available by calling 1-800-427-3237.

Services may be obtained from any licensed dentist during normal office hours. Emergency services are available in most cases through an emergency telephone exchange maintained by the local dental society which is listed in the local telephone directory.

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

Delta Dental shares the public and professional concern about the possible spread of HIV and other infectious diseases in the dental office. However, Delta Dental cannot ensure your dentist's use of precautions against the spread of such diseases, or compel your dentist to be tested for HIV or to disclose test results to Delta Dental, or to you. Delta Dental informs its panel dentists about the need for clinical precautions as recommended by recognized health authorities on this issue. If you should have questions about your dentist's health status or use of recommended clinical precautions, you should discuss them with your dentist.

## **CONTINUITY OF CARE**

Current Enrollees:

Current Enrollees may have the right to the benefit of completion of care with their terminated Delta Dental Dentist for certain specified dental conditions. Please call Delta Dental's Quality Assessment Department at 415-972-8300 to see if you may be eligible for this benefit. You may request a copy of the Delta Dental's Continuity of Care Policy. You must make a specific request to continue under the care of your terminated Delta Dental Dentist. We are not required to continue your care with that dentist if you are not eligible under our policy or if we cannot reach agreement with your terminated Delta Dental Dentist on the terms regarding your care in accordance with California law.

## New Enrollees:

A new Enrollee may have the right to the qualified benefit of completion of care with their non-Delta Dental Dentist for certain specified dental conditions. Please call Delta Dental's Quality Assessment Department at 415-972-8300 to see if you may be eligible for this benefit. You may request a copy of the Delta Dental's Continuity of Care Policy. You must make a specific request to continue under the care of your current provider. We are not required to continue your care with that dentist if you are not eligible under our policy or if we cannot reach agreement with your non-Delta Dental Dentist on the terms regarding your care in accordance with California law. This policy does not apply to new enrollees of an individual subscriber contract.

## **PUBLIC POLICY PARTICIPATION BY ENROLLEES**

Delta Dental's Board of Directors includes Enrollees who participate in establishing Delta Dental's public policy regarding Enrollees through periodic review of Delta Dental's Quality Assessment program reports and communication from Enrollees. Enrollees may submit any suggestions regarding Delta Dental's public policy in writing to: Delta Dental of California, Customer Service department, P.O. Box 997330, Sacramento, CA 95899-7330.

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

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

1. Comparing the fees of different dentists;
2. Using a Delta Dental PPO Dentist or Delta Dental Premier Dentist;
3. Having your dentist obtain predetermination from Delta Dental 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.

## **YOUR FIRST APPOINTMENT**

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

1. Your Delta Dental group number (on the front of this booklet);

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2. The employer's name;  
The California State University
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.

## **PREDETERMINATIONS**

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

**A predetermination does not guarantee payment. It is an estimate of the amount Delta Dental will pay if you are eligible and meet all the requirements of your 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 Dental will send your dentist a Notice of Predetermination which estimates how much you will have to pay. After you review the estimate with your dentist and decide to go ahead with the treatment plan, your dentist returns the statement to us for payment when treatment has been completed.

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

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

## **REIMBURSEMENT PROVISIONS**

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

Delta Dental does not pay Delta Dental Dentists any incentive as an inducement to deny, reduce, limit or delay any appropriate service. If you wish to know more about the method of reimbursement to Delta Dental Dentists, you may call Delta Dental's Customer Service department for more information.



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

If there is a difference between what your dentist is charging you and what Delta Dental says your portion should be, or if you are not satisfied with the dental work you have received, contact Delta Dental's Customer Service department. We may be able to help you resolve the situation.

Delta Dental may deny payment of 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 Dental Dentist's failure to make a timely submission, you shall not be liable to that dentist for the amount which would have been payable by Delta Dental (unless you failed to advise the dentist of your eligibility at the time of treatment).

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

Delta Dental uses a method called "first-in/first-out" to begin processing your claims. The date we receive your claim determines the order in which processing begins. For example, if you receive dental services in January and February, but we receive the February claim first, processing begins on the February claim first.

Incomplete or missing data can affect the date the claim is paid. If all information necessary to complete claim processing has not been provided, payment could be delayed until any missing or incomplete data is received by Delta Dental.

Unless the services are exempt, you are required to pay the Deductible on the first claim for which processing is completed in a calendar year. Your Deductible is normally paid on the first service subject to a deductible listed on a claim with multiple services.

The order in which your claims are processed and paid by Delta Dental may also impact your annual Maximum. For example, if a claim with a later date of service is paid and your annual Maximum for the year has been reached then a claim with an earlier date of service in the same calendar year will not be paid.

## **IF YOU HAVE QUESTIONS ABOUT SERVICES FROM A DELTA DENTAL DENTIST**

If you have questions about the services you receive from a Delta Dental Dentist, we recommend that you first discuss the matter with your dentist. If you continue to have concerns, call our Quality Assessment department at 1-415-972-8300 extension 2700. If appropriate, Delta Dental can arrange for you to be examined by one of our consulting dentists in your area. If the consultant recommends the work be replaced or corrected, Delta Dental will intervene with the original dentist to either have the services replaced or corrected at no additional cost to you or obtain a refund. In the latter case, you are free to choose another dentist to receive your full Benefit.

## **SECOND OPINIONS**

Delta Dental obtains second opinions through Regional Consultant members of its Quality Review Committee who conduct clinical examinations, prepare objective reports of dental conditions, and evaluate treatment that is proposed or has been provided.

Delta Dental will authorize such an examination prior to treatment when necessary to make a Benefits determination in response to a request for a Predetermination of treatment cost by a dentist. Delta Dental will also authorize a second opinion after treatment if an Enrollee has a complaint regarding the quality of care provided. Delta Dental will notify the Enrollee and the treating dentist when a second opinion is necessary and appropriate, and direct the Enrollee to the Regional Consultant selected by Delta Dental to perform the clinical examination. When Delta Dental authorizes a second opinion through a Regional Consultant, 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 Dental for payment. Delta Dental will pay such claims in accordance with the Benefits of the program.

## **ORGAN AND TISSUE DONATION**

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

## **GRIEVANCE PROCEDURE AND CLAIMS APPEAL**

If you have any questions about the services received from a Delta Dental Dentist, we recommend that you first discuss the matter with your Dentist. If you continue to have concerns, you may call or write us. We will provide notifications if any dental services or claims are denied, in whole or part, stating the specific reason or reasons for denial. Any questions of ineligibility should first be handled directly between you and your group. If you have any question or complaint regarding the denial of dental services or claims, the policies, procedures and operations of Delta Dental, or the quality of dental services performed by a Delta Dental Dentist, you may call us toll-free at **1-800-626-3108**, contact us on the Internet through e-mail: [cms@delta.org](mailto:cms@delta.org) or through the website: [deltadentalins.com/csu](http://deltadentalins.com/csu) or write us at P.O. Box 997330, Sacramento, CA 95899-7330, Attention: Customer Service Department.

If your claim has been denied or modified, you may file a request for review (a grievance) with us within 180 days after receipt of the denial or modification. If in writing, the correspondence must include your group name and number, the Primary Enrollee's name and 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 Dental's grievance procedure or after you have been involved in Delta Dental'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 (1-800-626-3108) 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.

If the group health plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the Enrollee may contact the U.S. Department of Labor, Pension and Welfare Benefits Administration for further review of the claim or if the Enrollee has questions about the rights under ERISA. The Enrollee may also bring a civil action under section 502(a) of ERISA. The address of the U.S. Department of Labor is: U.S. Department of Labor, Pension and Welfare Benefits 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 Dental know if you have dental coverage in addition to this Delta Dental 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 claim form, so that you will receive all benefits to which you are entitled. For further information, contact the Delta Dental Customer Service department at the number in the USING THIS BOOKLET section.

## **OPTIONAL CONTINUATION OF COVERAGE**

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.

### **DEFINITIONS**

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

**Qualified Beneficiary** means:

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

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

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

**You** means the Primary Enrollee.

## **PERIODS OF CONTINUED COVERAGE**

Qualified Beneficiaries may continue coverage for 18 months following the month in which Qualifying Event 1 occurs. This 18 month period can be extended for a total of 29 months, provided:

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

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

If, during the 18 months continuation period resulting from Qualifying Event 1, your Dependents, who are Qualified Beneficiaries, experience Qualifying Events 2, 3, 4, or 5, they may choose to extend coverage for up to a total of 36 months (inclusive of the period continued under Qualifying Event 1).

Your Dependents, who are Qualified Beneficiaries, may continue coverage for 36 months following the occurrence of Qualifying Events 2, 3, 4 or 5.

When an employer has filed for bankruptcy under Title II, United States Code, benefits may be substantially reduced or eliminated for retired employees and their Dependents, or the surviving spouse of a deceased retired employee. If this benefit reduction or elimination occurs within one year before or one year after the filing, it is considered a Qualifying Event. If you are the retiree, and you have lost coverage because of this Qualifying Event, you may choose to continue coverage until your death. Your Dependents who have lost coverage because of this Qualifying Event may choose to continue coverage for up to 36 months following your death.

## **ELECTION OF CONTINUED COVERAGE**

Your employer will provide a Qualified Beneficiary with the necessary benefits information, monthly Premiums charge, enrollment forms, and instructions to allow election of continued coverage.

A Qualified Beneficiary will then have 60 days to give the employer written notice of the election to continue coverage. Failure to provide this written notice of election to the employer within 60 days will result in the loss of the right to continue coverage.

A Qualified Beneficiary has 45 days from the written election of continued coverage to pay the initial Premiums to the employer, which includes the Premiums for each month since the loss of coverage. Failure to pay the required Premiums within the 45 days will result in the loss of the right to continue coverage, any Premiums received after that will be returned to the Qualified Beneficiary.

## **CONTINUED COVERAGE BENEFITS**

The Benefits under the continued coverage will be the same as those provided to active employees and their Dependents who are still enrolled in the dental plan. If the employer changes the coverage for active employees, the continued coverage will change as well. Premiums will be adjusted to reflect the changes made.

## **TERMINATION OF CONTINUED COVERAGE**

A Qualified Beneficiary's coverage will terminate at the end of the month in which any of the following events first occurs:

1. the allowable number of consecutive months of continued coverage is reached;
2. failure to pay the required Premiums in a timely manner;
3. the employer ceases to provide any group dental plan to its employees;
4. the individual first obtains coverage for dental Benefits, after the date of the election of continued coverage, under another group health plan (as an employee or Dependent) which does not contain or apply any exclusion or limitation with respect to any pre-existing condition of such a person, if that pre-existing condition is covered under this program; or
5. entitlement to Medicare.

Once continued coverage ends, it cannot be reinstated.

## **GENERAL PROVISIONS**

### **Severability**

If any part of the Contract, this EOC, Attachments or an amendment to any of these documents is found by a court or other authority to be illegal, void or not enforceable, all other portions of these documents will remain in full force and effect.

### **Holding Company**

Delta Dental is a member of the insurance company system of Delta Dental of California (the "Enterprise"). There are service agreements between and among the controlled member companies of the Enterprise. Delta Dental is a party to some of these service agreements. It is expected that the services, which include certain ministerial tasks, will continue to be performed by these controlled member companies, which operate under strict confidentiality and/or business associate agreements. All such service agreements have been approved by the respective regulatory agencies.

### **Third Party Administrator ("TPA")**

Delta Dental may use the services of a TPA, duly registered under applicable state law, to provide services under the Contract. Any TPA providing such services or receiving such information shall enter into a separate Business Associate Agreement with Delta Dental proving that the TPA shall meet HIPAA and HITECH requirements for the preservation of protected health information of Enrollees.

### **Timely Access to Care**

Contract Dentists, Contract Orthodontists, and Contract Specialists have agreed waiting times to Enrollees for appointments for care will never be greater than the following time frames:

- a: For emergency care, 24 hours a day, 7 days a week;
- b: For any urgent care, 72 hours for appointments consistent with the patient's individual needs;
- c: For any non-urgent care, 36 business days; and
- d: For any preventive services, 40 business days.

During non-business hours, the Enrollee will have access to their Dentist's answering machine, answering service, cell phone, or pager for guidance on what to do and who to contact if the Enrollee is calling due to an emergency or urgent care situation.

If an Enrollee calls our plan's customer service phone number, a Customer Service Representative will answer the phone within 10 minutes during normal business hours.

Should the Enrollee need interpretation services when scheduling an appointment with any of our Contract Dentists, Contract Orthodontists and Contract Specialists please call 800-626-3108 for assistance.