



## **LLNS Employees, Retirees, and their Dependents**

### **Delta Dental PPO EVIDENCE OF COVERAGE AND DISCLOSURE STATEMENT Benefit Plan Summary January 1, 2024**

**Group Number: 03221**

Provided by:

Delta Dental of California  
560 Mission Street, Suite 1300  
San Francisco, CA 94105  
800-777-5854

#### **IMPORTANT**

This is a summary of highlights of the above-named Benefit Plan, a component of the LLNS Health and Welfare Benefit Plan for Employees, ERISA Plan 501 and the LLNS Health and Welfare Benefit Plan for Retirees, ERISA Plan 502 (each a "Plan"). Receipt of this document and/or your participation in a Plan and any Benefit Programs under a Plan do not guarantee your employment or any rights or benefits under a Plan. LLNS reserves the right to amend or terminate each Plan or any Benefit Program(s) under a Plan at any time. Each Plan and the Benefit Programs referred to in this summary are governed by a Federal law (known as ERISA), which provides rights and protections to Plan participants and beneficiaries.

For more information on LLNS Benefit Programs, see the LLNS Health and Welfare Benefit Plan for Employees Summary Plan Description or the LLNS Health and Welfare Benefit Plan for Retirees Summary Plan Description, as applicable, available from the LLNL Benefits Office at 925-422-9955. SPDs are also available electronically at <https://benefits.llnl.gov/> (for employees) or at [www.llnsretireebenefits.com](http://www.llnsretireebenefits.com) (for retirees).

AN EVIDENCE OF COVERAGE OF THE DENTAL BENEFIT PLAN FOR ELIGIBLE EMPLOYEES  
AND RETIREES OF LLNS

This Benefit Plan Summary is a Summary of the Dental Benefit Plan ("Benefit Plan") and has been prepared for participants who are employees of and retirees of LLNS.

This Benefit Plan has been established and is maintained and administered in accordance with the provisions of group Dental **Contract No. 03221** issued by Delta Dental of California ("Delta Dental") and the LLNS Health and Welfare Benefit Plan, for Employees and the LLNS Health and Welfare Benefit Plan for Retirees, collectively LLNS Plan.

DELTA DENTAL OF CALIFORNIA  
P.O. Box 997330  
Sacramento, California 95899-7330  
(800) 777-5854

Or contact us on the Internet at:

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

IMPORTANT

In addition to the information contained in this Benefit Plan Summary, the LLNS Health and Welfare Benefit Plan for Employees Summary Plan Description and the LLNS Health and Welfare Benefit Plan for Retirees Summary Plan Description contain important information about your LLNS health and welfare benefits. The Summary Plan Description ("SPD") applicable to you depends on whether you are an employee or a retiree. The SPD applicable to you is referred to in this Benefit Plan Summary as "your LLNS SPD."

For additional information:

**For Employees:**

LLNL Benefits Office

Mailing Address

P.O. Box 808, L-640  
Livermore, CA 94551

Street Address

7000 East Ave., L-640  
Livermore, CA 94550

Telephone 925-422-9955

Fax 925-422-8287

Web address <https://benefits.llnl.gov/>

**For Retirees:**

Empyrean Customer Care Center

844-750-5567

Web address: [www.llnsretireebenefits.com](http://www.llnsretireebenefits.com)

THE EOC CONSTITUTES ONLY A SUMMARY OF THE BENEFIT PLAN, AS REQUIRED BY THE CALIFORNIA HEALTH & SAFETY CODE, THIS IS TO ADVISE YOU THAT THE CONTRACT AND LLNS WELFARE BENEFIT PLAN MUST BE CONSULTED TO DETERMINE THE EXACT TERMS AND CONDITIONS OF THE COVERAGE PROVIDED UNDER IT. A COPY OF THE CONTRACT WILL BE FURNISHED UPON REQUEST. ANY DIRECT CONFLICT BETWEEN THE CONTRACT AND THE EOC WILL BE RESOLVED ACCORDING TO THE TERMS WHICH ARE MOST FAVORABLE TO YOU. PLEASE READ THIS EOC CAREFULLY AND COMPLETELY. PERSONS WITH SPECIAL HEALTHCARE NEEDS SHOULD READ THE SECTION ENTITLED "HOW TO USE YOUR BENEFIT PLAN".

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

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

The telephone number at which you may obtain information about benefits is 800-777-5854.

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## **LLNS Eligibility and Enrollment Provisions**

**January 1, 2024**

The information in this section applies to the Benefit Plan and supersedes any corresponding information that may be contained elsewhere in the document. Please refer to your LLNS SPD for additional information.

### **ELIGIBILITY**

#### **Employees**

The specific eligibility rules and guidelines for employees and their dependents can be found in the LLNS SPD.

#### **Retirees**

The specific eligibility rules and guidelines for retirees and their dependents can be found in the LLNS SPD.

#### **Surviving Family Members**

Surviving family members may be eligible for coverage as well, please consult the LLNS SPD for specific rules and guidelines.

#### **Eligible Dependents (Family Members)**

A complete listing of rules and guidelines for Eligible Dependents can be found in the LLNS SPD. However, below are some general guidelines:

When you enroll any Family Member, your signature on the enrollment form or the confirmation number on your electronic enrollment attests that your Family Member meets the specific Participation Terms and Conditions outlined on the form and the eligibility requirements outlined in the LLNS SPDs. LLNS and/or the Benefit Plan reserves the right to periodically request documentation to verify eligibility of Family Members including any who are required to be your tax dependent(s). Documentation could include a marriage certificate, birth certificate(s), adoption records, Federal Income Tax Return or other official documentation.

#### **Other Eligible Dependents**

**(Family Members):** You may enroll a domestic partner as set forth in the LLNS SPD. Please consult these documents for specific rules and guidelines.

#### **No Dual Coverage**

Plan rules do not allow duplicate coverage.

Please consult the LLNS SPD for specific rules and guidelines.

#### **More Information**

Additional information about eligibility and enrollment is available from the LLNS Benefits Office or Empyrean Customer Care Center.

## ENROLLMENT

See your LLNS SPD for information.

### **Effective Date**

See your LLNS SPD for information.

## TERMINATION OF COVERAGE

The termination of coverage provisions are established by the LLNS SPD.

### **Deenrollment Due to Loss of Eligible Status**

See your LLNS SPD for information.

### **Deenrollment Due to Misuse**

LLNS reserves the right to de-enroll individuals and their family members who misuse the Benefit Plan. Misuse of the Benefit Plan includes, but is not limited to, actions such as falsifying enrollment or claims information, allowing other to use the Benefit Plan identification cards, and threats or abusive behavior towards Benefit Plan providers or representatives.

### **Leave of Absence, Layoff or Retirement**

Please consult the LLNS SPD for information.

### **Optional Continuation of Coverage**

See your LLNS SPD for information.

See your LLNS SPD for a description of how the Plan is administered and what your rights are.

## PLAN ADMINISTRATION

### **Administration of the Plan**

The Benefits and Investment Committee is the Plan Administrator for the Plan described in this Benefit Plan Summary.

Lawrence Livermore National Security, LLC  
Benefits and Investment Committee

Mailing address:  
P.O. Box 808, L-640  
Livermore, CA 94551

Street address:  
7000 East Ave., L-640  
Livermore, CA 94550

Claims under the Benefit Plan are processed by Delta Dental of California at the following address and phone number:

Delta Dental of California  
P.O. Box 997330  
Sacramento, CA 95899-7330  
(800) 777-5854  
(415) 972-8300

**Group Contract Number**

The Group Contract Number for this Benefit Plan is: 03221

**Claims under the Benefit Plan**

To file a claim or to appeal a denied claim, refer to pages 10-12 of this document.

## DEFINITIONS

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

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

**By Report** - documentation submitted to Delta Dental by the Dentist demonstrating the clinical need for the procedure.

**Contract or Group Dental Contract** - the written agreement between Delta Dental and the Employer to provide dental Benefits. The Contract, together with this Benefit Plan Summary, 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 PPO<sup>SM</sup> Dentist** - a Delta Dental Dentist who meets the criteria for the Delta Dental PPO Plan and has made a special agreement with Delta Dental to participate in this Benefit Plan, or in California a Delta Dental Dentist who specializes in oral surgery, endodontia and periodontia.

**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.

**Dentist** – a duly licensed Dentist legally entitled to practice dentistry when and where services are provided.

**Dental Accident** – an external blow or other trauma (fall, fist, car accident, gunshot wound, etc.) that would cause severe damage to the dentition, or an internal accident such as biting into glass or a stone that causes severe tooth damage.

**Dependent** - a Primary Enrollee's Dependent or an Eligible Retiree's Dependent who is eligible to be enrolled for Benefits in accordance with the conditions of eligibility outlined in this Benefit Plan Summary.

**Effective Date** - the date this Benefit Plan starts.

**Eligible Retiree** - any Retiree who is eligible to enroll for Benefits in accordance with the conditions of eligibility outlined in this Benefit Plan Summary.

**Employer** - LLNS for whose employees and retirees dental Benefits are provided.



**Enrollee** - a Primary Enrollee, Eligible Retiree or Dependent enrolled to receive Benefits or a person who chooses to pay for OPTIONAL CONTINUATION OF COVERAGE.

**Enrollee Copayment** – the portion of the Dentist’s fee or allowances which is the Enrollee’s responsibility.

**Fee Actually Charged** - the fee for a particular dental procedure submitted on a claim form, less any part of that fee which is discounted, waived, or rebated, or which the Dentist does not use good faith efforts to collect.

**LLNL** – Lawrence Livermore National Laboratory.

**LLNS** – Lawrence Livermore National Security, LLC.

**LLNS SPD** – LLNS Health and Welfare Benefit Plan for Employees Summary Plan Description or the LLNS Health and Welfare Benefit Plan for Retirees Summary Plan Description, as applicable.

**Maximum** - the greatest dollar amount Delta Dental will pay for covered procedures in any calendar year (and during the Enrollees lifetime for Orthodontic Benefits and TMJ 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.

**Plan** – LLNS Health and Welfare Benefit Plan for Employees or the LLNS Health and Welfare Benefit Plan for Retirees, as applicable.

**Premiums** – the amounts used to provide coverage to you and your dependents.

**PPO** – a preferred provider organization dental product that allows enrollees to choose any dentist, but offers less out of pocket expenses when enrollees visit a contracted Delta Dental PPO dentist. See the definition above for Delta Dental PPO Dentists who participate in this Plan.

**Prevailing Fee**– an allowance determined by Delta Dental and/or a Participating Plan for services provided by a dentist who is not a Delta Dental Dentist.

**Primary Enrollee** - any employee who is eligible to enroll for Benefits in accordance with the conditions of eligibility outlined in this Benefit Plan Summary.

**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).

## HOW TO USE YOUR BENEFIT PLAN

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

Delta Dental does not guarantee the availability of any particular dentist. You are free to choose any dentist for treatment, but it is to your advantage to choose a Delta Dental Dentist. This is because his or her fees are approved in advance by Delta Dental. Delta Dental Dentists have treatment forms on hand and will complete and submit the forms to Delta Dental free of charge.

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

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.

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 should be submitted to Delta Dental at the address listed in this brochure within six months. It is your responsibility to give Delta Dental the required information necessary to evaluate your claim for dental benefits.

A list of Delta Dental PPO Dentists and Delta Dental Dentists can be obtained by calling 800-427-3237 or visit our website, [deltadentalins.com](http://deltadentalins.com). 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 PPO Dentists and Delta Dental Dentists by using our website – [deltadentalins.com](http://deltadentalins.com) or by calling the Delta Dental Customer Service department.

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

You should receive timely notification from Delta Dental about whether Benefits will be received under the Benefit Plan. If Delta Dental needs more time to make a determination, you will be notified within 90 days and told why, **once you have provided all required information**. No more than an additional 90 days will be required to process the claim.

Many dentists are familiar with Delta Dental Care Plans and have Delta Dental claim forms. If not, the Dentist may contact:

**DELTA DENTAL OF CALIFORNIA**  
P.O. Box 997330  
Sacramento, CA 95899-7330  
Tel. No. (415) 972-8300

To obtain Benefits, your Dentist should submit a claim form to the Delta Dental San Francisco office.

**Delta Dental of California**  
560 Mission Street, Suite 1300  
San Francisco, CA 94105

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.

## **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 Benefit Plan.

## **GRIEVANCE PROCEDURE AND CLAIMS APPEAL**

If an Enrollee has any questions about the services received from a Delta Dental Dentist, Delta Dental recommends that he or she first discuss the matter with the Dentist. If he or she continues to have concerns, the Enrollee may call or write Delta Dental. Delta Dental 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 the Enrollee and the group. If an Enrollee has 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, he or she may call Delta Dental toll-free at 800-777-5854, contact Delta Dental on the Internet through the website: [deltadentalins.com](http://deltadentalins.com) or write Delta Dental at P. O. Box 997330, Sacramento, CA 95899-7330, Attention: Customer Service Department.

If an Enrollee's claim has been denied or modified, the Enrollee may file a request for review (a grievance) with Delta Dental within 180 days after receipt of the denial or modification. If in writing, the correspondence must include the group name and number, the Primary Enrollee's name and nine-digit member identification 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, Delta Dental 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.

Delta Dental's 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 Delta Dental's regional consultants, to a review committee of the dental society or to the state dental association for evaluation. Delta Dental's 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 Delta Dental 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, Delta Dental shall consult with a dentist who has appropriate training and experience. The identity of such dental consultant is available upon request.

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

You may contact the U.S. Department of Labor, Employee Benefits Security Administration (EBSA) for further review of the claim or if you have questions about your rights under the Employee Retirement Income Security Act of 1974 (ERISA). You may also bring a civil action under section 502(a) of ERISA. The address of the U.S. Department of Labor is: U.S. Department of Labor, Employee Benefits Security Administration (EBSA), 200 Constitution Avenue, N.W. Washington, D.C. 20210.

## **ERISA CLAIMS AND APPEALS PROCEDURES**

See your LLNS SPD for information.

## **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 Plan 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.

## COORDINATION OF BENEFITS (DUAL COVERAGE)

If a group insurance policy or any other group health Benefit Plan, including another Delta Dental Benefit Plan, entitles a person to receive or be reimbursed for the cost of dental services, which are also Benefits under this Benefit Plan, and if this Benefit Plan is “primary” under the rules described below, Delta Dental will provide Benefits as if the other Benefit Plan did not exist. If the other Benefit Plan is “primary” under these rules, then Delta Dental will provide Benefits under this Benefit Plan only to the extent that the other Benefit Plan does not fully provide the dental services.

If the other Benefit Plan mainly covers services or expenses other than dental care, this Benefit Plan is “primary”. Otherwise, Delta Dental will use the following rules to determine which Benefit Plan is “primary”:

- (a) The Benefit Plan which covers the person as other than a Dependent is primary over the Benefit Plan which covers the person as a Dependent, with the following exception:

If the person is also a Medicare Beneficiary and Medicare is:

- (i) secondary to the Benefit Plan covering the person as a Dependent; and
- (ii) primary to the Benefit Plan covering the person as other than a Dependent (for example, a retired employee),

then the Benefits of the Benefit Plan covering the person as a Dependent are determined before the Benefits of the Benefit Plan covering the person as other than a Dependent.

- (b) The Benefit Plan which covers a child as a Dependent of a parent whose birthday occurs earlier in a calendar year is primary over the Benefit Plan which covers a child as a Dependent of a parent whose birthday occurs later in a calendar year (except for a dependent child whose parents are separated or divorced as described in (c) below).
- (c) In the case of a dependent child whose parents are legally separated or divorced:
  - (i) If the parent with custody has not remarried, the Benefit Plan which covers the child as a Dependent of the parent with custody is primary over the Benefit Plan which covers the child as a Dependent of the parent without custody.
  - (ii) If the parent with custody has remarried, the Benefit Plan which covers the child as a Dependent of the parent with custody is primary over the Benefit Plan which covers the child as a Dependent of the step-parent, and the Benefit Plan which covers the child as a Dependent of the step-parent is primary over the policy or Benefit Plan which covers the child as a Dependent of the parent without custody.

- (iii) If there is a court decree that establishes financial responsibility for dental services which are Benefits under this Benefit Plan, then notwithstanding (i) and (ii), the Benefit Plan which covers the child as a Dependent of the parent with such financial responsibility is primary over any other Benefit Plan which covers the child.

The Benefits of a Benefit Plan covering a laid-off or retired employee (or Dependent of such person) shall be determined after the Benefits of any other Benefit Plan covering such person as an employee.

If a person whose coverage is provided under federal or state law requiring continuation is covered under more than one Benefit Plan, Benefits order shall be determined as follows:

- (a) The Benefits of the Benefit Plan covering the person as an employee or Dependent shall be primary.
- (b) The Benefits under continuation coverage shall be secondary.

If the primary Benefit Plan cannot be determined by the rules described in this Article 6, the Benefit Plan which has covered the person longer shall be primary.

An Enrollee will provide Delta Dental with any information about the person that is needed to administer this Article, and Delta Dental may release any information to or obtain any information from any insurance company or other organization in order to coordinate the Benefits of an Enrollee. Delta Dental in its sole discretion will determine whether any reimbursement is warranted to an insurance company or other organization under this provision, and it is agreed that any such reimbursement paid by Delta Dental will be Benefits under this Contract. Delta Dental has the right to recover the value of any Benefits provided by Delta Dental which exceed its obligations under the terms of this provision from a Delta Dental Dentist, Enrollee, insurance company or other organization, as Delta Dental chooses.

## **CANCELLATION AND RENEWAL**

This Dental Care Benefit Plan may be canceled by Delta Dental only on an anniversary date, or at any time if the Employer fails to make applicable payments as required by the Contract, or upon Employer's failure to furnish Delta Dental a list of all individuals enrolled as specified in the Contract, or refusal to permit the inspection of Employer's records as specified in the Contract. Upon cancellation of the Benefit Plan, individual employees and their Dependents of the group have no right to renewal or reinstatement.

This Dental Care Benefit Plan may be canceled by the Employer at any time upon 60 days written notice to Delta Dental.

## **BENEFITS PROVIDED BY THE BENEFIT PLAN**

Your Benefit Plan covers the following services when they are provided by a licensed Dentist and when necessary and customary as determined by the standards of generally accepted dental practice. See also **Limitations and Exclusions**. These services are provided after the Deductible is met and up to Maximum amounts as outlined in the section **AMOUNT OF BENEFITS PAYABLE**.

### **I. PREVENTIVE BENEFITS –**

**100% of the Delta Dental PPO Dentist or Delta Dental Premier Dentist fees**

**100% of the Delta Dental allowance for non-Delta Dental Dentists**

Preventive – prophylaxis (cleaning); periodontal prophylaxis; fluoride treatment; space maintainers; oral examinations; x-rays; diagnostic casts; palliative (emergency) treatment of dental pain only

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

### **OTHER PREVENTIVE BENEFITS –**

**80% of the Delta Dental PPO Dentist fees**

**75% of the Delta Dental allowance for Delta Dental Premier Dentists and non-Delta Dental Dentists**

Pit and fissure sealants – see limitation (g).

### **II. BASIC BENEFITS –**

**80% of the Delta Dental PPO Dentist fees**

**75% of the Delta Dental allowance for Delta Dental Premier Dentists and non-Delta Dental 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, including root canal therapy.

Periodontic - treatment of gums and bones that support the teeth.

General Anesthesia – for covered Oral Surgery services administered by a licensed Dentist and for disabled Enrollees whose disability necessitates anesthesia in order for the dentist to provide treatment.

Prosthodontic appliance repair

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

**III. CROWNS, INLAYS, ONLAYS AND CAST RESTORATION BENEFITS –  
50% of the Delta Dental PPO Dentist or Delta Dental Premier Dentist fees  
50% of the Delta Dental allowance for non-Delta Dental Dentists**

Crowns, Inlays, Onlays and Cast Restorations are Benefits only if they are provided to treat cavities which cannot be restored with amalgam, silicate or direct composite (resin) restorations.

**IV. PROSTHODONTIC BENEFITS –  
50% of the Delta Dental PPO Dentist or Delta Dental Premier Dentist fees  
50% of the Delta Dental allowance for non-Delta Dental Dentists**

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.

**V. ORTHODONTIC BENEFITS –  
50% of the Delta Dental PPO Dentist or Delta Dental Premier Dentist fees  
50% of the Delta Dental allowance for non-Delta Dental Dentists**

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

**VI. TEMPOROMANDIBULAR JOINT (TMJ) BENEFITS –  
50% of the Delta Dental PPO Dentist or Delta Dental Premier Dentist fees  
50% of the Delta Dental allowance for non-Delta Dental Dentists**

Covered procedures for the treatment of TMJ dysfunction are limited to:

- occlusal guards – for treatment of grinding, crunching or bruxing teeth
- occlusal orthotic devices

Since these are the only covered procedures for this specific condition, it is strongly suggested you obtain a predetermination of treatment from Delta Dental to determine the Enrollee's share.



## LIMITATIONS

- a) Only the first two oral examinations, including office visits for observation and specialist consultations, or combination thereof, in a calendar year are Benefits while you are eligible under any Delta Dental plan. See note on additional Benefits during pregnancy.
- b) Fluoride treatments are benefits twice per calendar year, include prophylaxis and are limited to children through age 13.
- c) Unless special need is shown, full-mouth x-rays are a Benefit once in a five-year period while you are eligible under any Delta Dental Benefit Plan.
- d) Bitewing x-rays are provided on request by the dentist, but no more than twice in any calendar year for children to age 18 or once in any calendar year for adults age 18 and over, while you are eligible under any Delta Dental Benefit Plan (including non-LLNS Delta Dental Benefit Plans).
- e) Emergency palliative treatment is limited to three visits per calendar year for treatment of the same problem.
- f) Space maintainers are limited to children through age 12 and only once every five years while you are eligible under any Delta Dental Benefit Plan.
- g) Pit and fissure sealant Benefits include the application of sealants only to permanent first molars through age 9 and second molars through age 15 if they are without caries (decay), or restoration on the occlusal surface.
- h) Periodontal procedures which include prophylaxis are limited under Limitation m).
- i) Periodontal limitations:
  - a) Benefits for periodontal scaling and root planing in the same quadrant are limited to once in every 24-month period. See note on additional Benefits during pregnancy.
  - b) Periodontal surgery in the same quadrant is limited to once in every 36-month period and includes any surgical re-entry or scaling and root planing.
  - c) Periodontal services, including bone replacement grafts, guided tissue regeneration, graft procedures and biological materials to aid in soft and osseous tissue regeneration are only covered for the treatment of natural teeth and are not covered when submitted in conjunction with extractions, periradicular surgery, ridge augmentation or implants.
  - d) Periodontal surgery is subject to a 30 day wait following periodontal scaling and root planing in the same quadrant.
  - e) Cleanings (regular and periodontal) and full mouth debridement are subject to a 30 day wait following periodontal scaling and root planing if performed by the same Provider office.

- j) 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 Benefit Plan, unless Delta Dental determines that replacement is required because the restoration is unsatisfactory as a result of poor quality of care by the dentist, or because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues since the replacement of the restoration.
- k) 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.

- l) Delta Dental will pay the above percentage of the dentist's fee for a standard partial or complete denture. A standard partial or complete denture is one made from accepted materials and by conventional methods.
- m) Benefits under this Benefit Plan will include only the first two prophylaxes, or Single Procedure which includes prophylaxes, or combination thereof, provided to an Enrollee in a calendar year while he or she is an Enrollee under any Delta Dental Benefit Plan. See note on additional Benefits during pregnancy.
- n) 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.

- o) 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.
- p) 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.
- q) Delta Dental's orthodontics payments will stop when the first payment is due to the dentist following either a loss of eligibility, or if treatment is ended for any reason before it is completed, or the termination date of the Contract, whichever shall occur first.

- r) X-rays and extractions that might be necessary for orthodontic treatment are not covered by Orthodontic Benefits, but may be covered under Preventive or Basic Benefits.
- s) Dental services associated with treatment of TMJ dysfunction which are not listed as TMJ Benefits may be covered under Preventive or Basic Benefits.
- t) Charges for replacement of lost, missing or stolen devices are not covered.
- u) Occlusal guards or occlusal orthotic devices will be repaired or replaced only after three years have elapsed following any prior provision of such appliances under this Benefit Plan, except when Delta Dental determines that there is such extensive change in the Enrollee's dental condition (such as loss of a tooth or teeth) that the existing appliance cannot be made functional.
- v) Replacement of an occlusal guard or occlusal orthotic device not provided under a Delta Dental contract will be made only if it is unsatisfactory and cannot be made functional.
- w) Services for bruxism (grinding of teeth) unrelated to TMJ dysfunction are not covered.
- x) If your medical plan does not cover any particular claim for Dental Accident benefits, either in whole or in part, Delta Dental will pay based on your current plan design, subject to all limitations and annual maximum benefits. Your medical plan's customer service representatives will be able to confirm the coverage for Dental Accidents that your medical plan provides.

## **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, services which are provided by any federal or state government agency, or are provided without cost by any municipality, county or other political subdivision, except as provided in Section 1373(a) of the California Health and Safety Code.
2. 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.
3. Any tax imposed (or incurred) by a government, state or other entity, in connection with any fees charged for Benefits provided under the Contract, will be the responsibility of the Enrollee and is not a covered Benefit.

4. Services for 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 Benefit Plan.
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 or I.V. sedation given by a licensed dentist for covered Oral Surgery services and select Endodontic and Periodontic treatment and for disabled enrollees whose disability necessitates anesthesia in order for the dentist to provide treatment.
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, except those procedures listed in the Benefits Provided by the Benefit Plan.
12. Replacement of existing restoration for purposes other than active tooth decay. Replacement will not be made within two years, if done by the same dentist or by a dentist at the same dental office, unless due to external violent means, recurrent caries or radiation therapy.
13. Charges for replacement or repair of an orthodontic appliance paid in part or in full by this Benefit Plan.
14. Surgical procedures for correction of malalignment of teeth and/or jaws.
15. Services provided by a relative.
16. Gingival curettage.
17. Injection of antibiotic drugs.

## **AMOUNT OF BENEFITS PAYABLE**

After you have satisfied the Deductible requirements stated below, the Benefit Plan provides payment of the indicated percentage of the remaining covered fees **up to the Maximum of \$1,700 for services provided by a Delta Dental PPO Dentist or \$1,500 for services provided by a non-Delta Dental PPO Dentist** (details below) for each Enrollee in each calendar year for the following Benefits:

Preventive Benefits .....	100% PPO/100% non-PPO
Other Preventive Benefits .....	80% PPO/75% non-PPO
(Pit and Fissure Sealants)	
Basic Benefits .....	80% PPO/75% non-PPO
(Restorative, Oral Surgery, Endodontics, Periodontics, General anesthesia, Prosthetic Appliance Repair)	
Crowns, Inlays, Onlays, and Cast Restoration Benefits .....	50% PPO/50% non-PPO
Prosthodontic Benefits .....	50% PPO/50% non-PPO

For a more complete description of Benefits, refer to Benefits Provided by the Benefit Plan. The amount of Benefits payable is subject to Limitations and Exclusions.

**Deductible:** You will be responsible for the first \$50 of covered fees for each eligible member of your family in each calendar year. This Deductible does not apply to Preventive Benefits (including Pit and Fissure Sealant Benefits) or Orthodontic Benefits.

**Calendar Year Maximum:** All Benefits listed above and Dental Accident Benefits are subject to a calendar year Maximum of \$1,700 for services provided by a Delta Dental PPO Dentist or \$1,500 for services provided by a non-Delta Dental PPO Dentist per covered enrollee. TMJ and Orthodontic Benefits are not subject to the calendar year Maximum, however are subject to a separate lifetime Maximum as listed below.

**TMJ BENEFITS**

The Benefit Plan provides payment of 100% of covered fees for occlusal guards and occlusal orthotic devices provided for the treatment of temporomandibular joint (TMJ) dysfunction. These services are subject to the \$50 annual calendar year Deductible. The Maximum amount payable under this Benefit Plan for all TMJ Benefits provided during an Enrollee’s lifetime is \$500. The TMJ lifetime Maximum is in addition to the \$1,500 annual Maximum for other covered Benefits.

**ORTHODONTIC BENEFITS**

The Benefit Plan also provides payment of 50% of the covered fees for Orthodontic Benefits provided to Enrollees, up to the Maximum of \$2,000 for each eligible Enrollee. The Maximum amount is in addition to the \$1,500 annual Maximum for other covered Benefits and is a lifetime Maximum. Orthodontic services are not subject to the Deductible, and amounts paid by an eligible Enrollee for orthodontics will not be credited against the Deductible.

**DENTAL ACCIDENT BENEFITS**

Services necessary as a result of a dental accident (a condition caused directly by external, violent or accidental means) may be covered as primary under your medical coverage. All claims should first be submitted to your medical carrier for review and possible payment, prior to submitting them under your Delta Dental Benefit Plan.

Questions regarding these fees should be directed to Delta Dental’s Customer Service department at 1 (800) 777-5854.

**Please refer to the section entitled Covered Fees for additional details.**

## **COVERED FEES**

Covered services are available from the employee's or Retiree's eligibility date.

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 Benefit Plan if you select a dentist who is not a Delta Dental Dentist.

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

Payment to a Delta Dental PPO Dentist will be based on the applicable percentage of the lesser of the Fee Actually Charged, or a fee which the dentist has contractually agreed upon with Delta Dental to accept for treating enrollees under this Benefit Plan.

Payment to a Delta Dental Dentist will be based on the applicable percentage of the lesser of the Fee Actually Charged, or a fee which the dentist has contractually agreed upon with Delta Dental to accept for treating enrollees under this Benefit Plan.

Payment to a 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.

If a Dentist discounts, waives, rebates or does not use good faith efforts to collect the portion of the fees entered on the claim form from the Enrollee, Delta Dental will not pay more than the applicable percentage stated in the section titled "BENEFITS PROVIDED BY THE BENEFIT PLAN" of the lesser of:

- (1) the fees entered on the claim form, reduced by the portion discounted, waived, rebated or not collected, or:
- (2) the Prevailing Fee, reduced by the portion discounted, waived, rebated or not collected.

Payment to a dentist located in another state or outside the United States will be based on the applicable percentage of the lesser of the Fee Actually Charged, or a fee which the dentist has contractually agreed upon with Delta Dental to accept for treating enrollees under this Benefit Plan. For a dentist who is not a Delta Dental Dentist payment 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.

## **EXTENSION OF BENEFITS**

All Benefits cease on the date coverage terminates except that Delta Dental will pay for Single Procedures, other than orthodontic procedures, which were commenced while eligible.

If an Enrollee is totally disabled when coverage ceases, dental expense benefits will continue to be available during the disability for up to 12 months, but only if expenses incurred represent the charges for covered services which have been rendered and received, including delivered and installed, if applicable, prior to the end of the 12 month period.

However, dental expense Benefits will cease immediately when the individual becomes covered under any group Benefit Plan with similar benefits, if the coverage terminates for any reason other than discontinuance of the Benefit section as to the eligible class of which the Enrollee is a member.

## **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.

## **IDENTIFICATION**

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

1. Your Delta Dental group number (on the front of this Benefit Plan Summary);  
03221 (Employees and dependents)  
03221 (COBRA enrollees)
2. The employer's name;  
LLNS
3. Campus/Lab Name:
4. Primary Enrollee's or Retiree's member identification number (which must also be used by Dependents).

You can print an I.D. card with this information by visiting our website at [deltadentalins.com](http://deltadentalins.com).

## **REIMBURSEMENT PROVISIONS**

Delta Dental is entitled to receive to lawful extents information and records about examinations and treatment provided to you from an attending or examining Dentist, or from hospitals in which a Dentist's care is provided, as may be required in the administration of your claims, or to require that an Enrollee be examined by a dental consultant retained by Delta Dental in or near the Enrollee's community or residence. Delta Dental agrees in every case to hold such information and records as confidential.

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).

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

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

Payment for any Single Procedure 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 Benefit 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 12 months after the date the services were provided. If a claim is denied due to a Delta Dental Dentist's failure to make a timely submission, you shall not be liable to that dentist for the amount which would have been payable by Delta Dental (unless you failed to advise the dentist of your eligibility at the time of treatment).



The process Delta Dental uses to determine or deny payment for services are distributed to all Delta Dental Dentists. They describe in detail the dental procedures covered as Benefits, the conditions under which coverage is provided, and the limitations and exclusions applicable to the Benefit 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 you or your dentist has not provided Delta Dental with all information necessary to complete claim processing, 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.

Maximums can also be affected when the amount paid for services provided by Delta Dental PPO Dentists is higher than the maximum paid for services provided by non-PPO dentists. For example, if the Delta Dental PPO Benefit Plan's annual Maximum is \$1,700 and the maximum for services provided by non-PPO dentists is \$1,500 and Delta Dental has paid \$1,500 or more dollars for covered dental services, you do not qualify for any further payments for services provided by non-PPO dentists. But, if any other covered services are provided by a Delta Dental PPO Dentist, you qualify for an additional \$200.

## **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 Benefit Plan 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 individual is eligible. Payment will depend on the individual's eligibility and the remaining annual maximum when completed services are submitted to Delta Dental.

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

## **ORGAN AND TISSUE DONATION**

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

## **FUNDING POLICY AND PAYMENT OF PREMIUMS**

The funding policy and method require payment by the Employer to Delta Dental of California as specified in the group dental agreement. If you choose OPTIONAL CONTINUATION OF COVERAGE, you will be required to pay Premiums directly to Delta Dental (or the Delta Dental COBRA Administrator) on or before the first day of each month of continued coverage. The Premiums for a person who elects continued coverage for himself or herself only will be the same as the Employer pays for a single Primary Enrollee plus applicable administration fee. The Premiums for a person who also elects continued coverage for his or her Dependents will be the same as for a Primary Enrollee with the same number of Dependents plus applicable administration fee. If Delta Dental (or the Delta Dental COBRA Administrator) fails to receive Premiums payable on the first day of the month within 30 days thereafter, continued coverage shall be terminated immediately and may not be reinstated by subsequent receipt of Premiums.