

DeltaCare[®] USA

Alpha Dental Programs, Inc.
Individual & Family

DeltaCare[®] USA Basic Plan TX A70

Combined Contract and Disclosure Form

Provided by:

Alpha Dental Programs, Inc.
560 Mission Street, Suite 1300
San Francisco, CA 94105

Administered by:

Delta Dental Insurance Company
P.O. Box 1803
Alpharetta, Georgia 30023-1803

888-282-9501
deltadentalins.com

Have a complaint or need help?

If You have a problem with a claim or Your Premium, call Your insurance company or HMO first. If You can't work out the issue, the Texas Department of Insurance may be able to help.

Even if You file a complaint with the Texas Department of Insurance, You should also file a complaint or appeal through Your insurance company or HMO. If You don't, You may lose Your right to appeal.

Delta Dental Insurance Company

To get information or file a complaint with Your insurance company or HMO:

Call: Quality Management 888-282-9501

Toll Free: 888-282-9501

Online: deltadentalins.com

Mail: P.O. Box 1860

Alpharetta, GA 30023-1860

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email:

ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Delta Dental Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Quality Management 888-282-9501

Teléfono gratuito: 888-282-9501

En línea: deltadentalins.com

Dirección postal: P.O. Box 1860

Alpharetta, GA 30023-1860

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico:

ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

HMO Notice of Rights

- A health maintenance organization (HMO) plan provides no benefits for services You receive from Out-of-Network Dentists, with specific exceptions as described in the Contract and this notice.
- You have the right to an adequate network of in-network Dentists (also known as *network Dentists*).
- If You believe that Our network is inadequate, You may file a complaint with the Texas Department of Insurance at: www.tdi.texas.gov/consumer/complfrm.html.
- If We approve a referral for Out-of-Network services because no in-network Dentist is available, or if You have received Out-of-Network Emergency Dental Services, We must, in most cases, resolve the Out-of-Network Dentist's bill so that You only have to pay any applicable in-network Copayment, Coinsurance, and Deductible amounts.
- You may obtain a current directory of in-network Dentists by visiting Our website at deltadentalins.com or calling Our Customer Service Center at 888-292-9501 for assistance in finding available in-network Dentists. If You relied on materially inaccurate directory information, You may be entitled to have a claim by an Out-of-Network Dentist paid as if it were from a network Dentist, if You present a copy of the inaccurate directory information to Us, dated not more than 30 days before You received the service.

Contract/Disclosure Form (“Contract”)

You must make an election for any eligible person You wish to cover under this Contract. Election must be made when You enroll or as described in the Eligibility Requirements provision. If an election is not made for an individual or dependent, such person will not be eligible under this Contract.

Your dental plan is underwritten by Alpha Dental Programs, Inc. (“Alpha”) and administered by Delta Dental Insurance Company (“Delta Dental”). This Contract discloses the terms and conditions of the individual DeltaCare® USA dental plan available in Texas. This Contract is issued in exchange for payment of the first installment of Premium and on the basis of the statements made on Your application. This Contract will remain in force unless otherwise terminated in accordance with its terms, until the first renewal date and for such further periods for which it is renewed. All periods will begin and end at 12:01 A.M., Standard Time, where You live.

The Contract and Schedules constitute the entire Contract. For consideration of the Premium, Alpha agrees to provide the Benefits described in the Contract. Administrative functions described throughout this booklet may be performed by Delta Dental, as designated by Alpha.

PLEASE READ THE FOLLOWING INFORMATION SO THAT YOU WILL KNOW HOW TO OBTAIN DENTAL SERVICES. YOU MUST OBTAIN DENTAL BENEFITS FROM (OR BE REFERRED FOR SPECIALIZED SERVICES BY) YOUR ASSIGNED CONTRACT DENTIST.

TEN (10)-DAY RIGHT TO EXAMINE AND RETURN THIS CONTRACT

Please read this Contract. If this Contract was solicited by deceptive advertising or negotiated by deceptive, misleading or untrue statements, or if You are not satisfied, You may return this Contract within ten (10) days after You received it. Mail or deliver it to Alpha. Any Premium paid will be refunded. This Contract will then be void from its start. The subscriber is responsible for the costs of any services rendered during the 10 day period if the Contract is returned.

This Contract is signed for Alpha Dental Programs, Inc., as of its Effective Date by:



Michael G. Hankinson, Esq.
Executive Vice President, Chief Legal and Compliance Officer

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INTRODUCTION

We are pleased to welcome You to this individual DeltaCare USA dental HMO plan. Our goal is to provide You with the highest quality dental care and to help You maintain good dental health. We encourage You not to wait until You have a problem to see the Dentist, but to visit the Dentist on a regular basis.

Using This Contract

This Contract discloses the terms and conditions of Your coverage and is designed to help You make the most of Your dental plan. It will help You understand how the dental plan works and how to obtain dental care. Please read this Contract completely and carefully. Keep in mind that “You” and “Your” mean the Enrollees who are covered under this Contract. “We,” “Us” and “Our” always refer to Us or the Administrator.

Contact Us

If You have any questions about Your coverage that are not answered here, please visit Our website at deltadentalins.com or call Our Customer Service Center at 888-282-9501.

If You prefer to write to Us with Your question(s), please mail Your inquiry to the following address:

DeltaCare USA Customer Service
P.O. Box 1803
Alpharetta, GA 30023-1803

Identification Number

Please provide the Enrollee’s identification (“ID”) number to Your Dentist whenever You receive dental services. ID cards are not required. If You wish to have an ID card, You may obtain one by visiting Our website at deltadentalins.com.

DEFINITIONS

The following are definitions of words that have special or technical meanings under this Contract.

Administrator: Delta Dental Insurance Company (“Delta Dental”) or other entity designated by Us, and operating as an Administrator in the state of Texas. Certain functions described in this Contract may be performed by the Administrator as designated by Us.

Authorization: the process by which We determine if a procedure or treatment is a referable Benefit under the Enrollee's plan.

Benefits: covered dental services provided under the terms of this Contract.

Calendar Year: the 12 months of the year from January 1 through December 31.

Contract: this agreement between Alpha and the Primary Enrollee including any application and any Attachments. This Contract constitutes the entire agreement between the parties.

Contract Dentist: a Dentist who provides services in general dentistry and who has agreed to provide Benefits under the plan. Contract Dentists may provide services either personally, or through associated Dentists, or other technicians or hygienists who may lawfully perform the services.

Contract Orthodontist: a Dentist who specializes in orthodontics and who has agreed to provide Benefits under the plan.

Contract Specialty Care Dentist: a Dentist who provides Specialized Services and who has agreed to provide Benefits to Enrollees under the plan.

Contract Year: the 12 months starting on the Effective Date and each subsequent 12 month period thereafter.

Contractholder: the Primary Enrollee who enrolls for coverage.

Copayment: the amounts You are responsible to pay the treating Dentist, as set forth in Schedule A. Copayments must be paid at the time treatment is received.

Dentist: a duly licensed Dentist legally entitled to practice dentistry at the time and in the state or jurisdiction in which services are performed.

Dependent Enrollee: a dependent of an Eligible Primary enrolled under this Contract to receive Benefits.

Effective Date: the original date this Contract starts.

Eligible Dependent: a person who is a dependent of an Eligible Primary as described in this Contract.

Eligible Primary: a person who meets the conditions of eligibility in this Contract as described in the Eligibility Requirements provision.

Emergency Dental Services: procedures provided in a Dentist's facility, emergency dental clinic or other comparable facility to evaluate and stabilize dental conditions of a recent onset and severity that would lead a prudent layperson possessing an average knowledge of dentistry to believe that immediate care is needed.

Enrollee: an Eligible Primary ("Primary Enrollee") or Eligible Dependent ("Dependent Enrollee") enrolled under this Contract to receive Benefits.

Open Enrollment Period: the period of the year that the Primary Enrollee may change coverage selections for the next Contract Year.

Optional: any alternative procedure presented by the Contract Dentist that satisfies the same dental need as a covered procedure, is chosen by the Enrollee and is subject to the limitations and exclusions of this Contract.

Out-of-Network: a Dentist who has not signed an agreement with Us to provide Benefits under the terms of this Contract.

Premium: the amount payable as provided on the application or renewal notice.

Primary Enrollee: an Eligible Primary enrolled under this Contract to receive Benefits.

Procedure Code: the Current Dental Terminology (CDT®) number assigned to a Single Procedure by the American Dental Association.

Qualifying Status Change:

- marital status (marriage, divorce, legal separation, annulment or death);
- number of dependents (a child's birth, adoption of a child, placement of child for adoption, filing of a suit in which the Enrollee seeks to adopt a child (suit for adoption), addition of a stepchild or foster child, or death of a child);
- dependent child ceases to satisfy eligibility requirements;
- residence (Enrollee moves);
- medical or dental court order requiring dependent coverage;
- any other current or future election changes permitted by Internal Revenue Code Section 125.

Single Procedure: a dental procedure that is assigned a separate Procedure Code.

Service Area: a geographic area where We are approved to provide dental coverage. Our Service Area map consists of the counties listed below. A copy of Our Service Area map is attached to this Contract.

Anderson	Coke	Garza	Karnes	Montague	Starr
Andrews	Coleman	Gillespie	Kaufman	Montgomery	Stephens
Angelina	Collin	Glasscock	Kendall	Moore	Sterling
Aransas	Colorado	Goliad	Kenedy	Morris	Stonewall
Archer	Comal	Gonzales	Kent	Nacogdoches	Sutton
Armstrong	Comanche	Gray	Kerr	Navarro	Swisher
Atascosa	Concho	Grayson	Kimble	Newton	Tarrant
Austin	Cooke	Gregg	King	Nolan	Taylor
Bailey	Coryell	Grimes	Kinney	Nueces	Terry
Bandera	Cottle	Guadalupe	Kleberg	Oldham	Throckmorton
Bastrop	Crane	Hale	Knox	Orange	Titus
Baylor	Crockett	Hamilton	La Salle	Palo Pinto	Tom Green
Bee	Crosby	Hardeman	Lamar	Panola	Travis
Bell	Dallas	Hardin	Lamb	Parker	Trinity
Bexar	Dawson	Harris	Lampasas	Parmer	Tyler
Blanco	DeWitt	Harrison	Lavaca	Pecos	Upshur
Borden	Deaf Smith	Hartley	Lee	Polk	Upton
Bosque	Delta	Haskell	Leon	Potter	Uvalde
Bowie	Denton	Hays	Liberty	Presidio	Van Zandt
Brazoria	Dickens	Henderson	Limestone	Rains	Victoria
Brazos	Dimmit	Hidalgo	Live Oak	Randall	Walker
Brewster	Donley	Hill	Llano	Reagan	Waller
Briscoe	Duval	Hockley	Loving	Real	Ward
Brooks	Eastland	Hood	Lubbock	Red River	Washington
Brown	Ector	Hopkins	Lynn	Refugio	Webb
Burleson	El Paso	Houston	Madison	Robertson	Wharton
Burnet	Ellis	Howard	Marion	Rockwall	Wichita
Caldwell	Erath	Hudspeth	Martin	Runnels	Wilbarger
Calhoun	Falls	Hunt	Mason	Rusk	Willacy
Callahan	Fannin	Hutchinson	Matagorda	Sabine	Williamson
Cameron	Fayette	Irion	Maverick	San Augustine	Wilson

Camp	Fisher	Jack	McCulloch	San Jacinto	Winkler
Carson	Floyd	Jackson	McLennan	San Patricio	Wise
Cass	Foard	Jasper	McMullen	San Saba	Wood
Castro	Fort Bend	Jeff Davis	Medina	Schleicher	Yoakum
Chambers	Franklin	Jefferson	Menard	Scurry	Young
Cherokee	Freestone	Jim Hogg	Midland	Shackelford	Zapata
Childress	Frio	Jim Wells	Milam	Shelby	Zavala
Clay	Gaines	Johnson	Mills	Smith	
Cochran	Galveston	Jones	Mitchell	Somervell	

The following counties are not part of the Alpha Dental Programs, Inc. Service Area:

Collingsworth, Culberson, Dallam, Edwards, Hall, Hansford, Hemphill, Lipscomb, Motley, Ochiltree, Reeves, Roberts, Sherman, Terrell, Val Verde, Wheeler.

Specialized Services: services performed by a Dentist who specializes in the practice of oral surgery, endodontics, periodontics, orthodontics or pediatric dentistry.

Spouse: a person related to or a partner of the Primary Enrollee:

- as defined and as may be required to be treated as a Spouse by the laws of the state where this Contract is issued and delivered; or
- as defined and as may be required to be treated as a Spouse by the laws of the state where the Primary Enrollee resides.

Teledentistry: dental services delivered by a Dentist acting within the scope of the Dentist's license, or by a health professional acting under the Dentist's delegation and supervision and within the scope of the health professional's license or certification. Teledentistry includes services delivered through telehealth or telecommunications that may include the use of real-time encounter; live video (synchronous) or information stored and forwarded for subsequent review (asynchronous).

Waiting Period: the amount of time an Enrollee must be enrolled under this Contract for specific services to be covered.

ELIGIBILITY AND ENROLLMENT

A person may be covered under only one Alpha individual contract at a time. If an individual is enrolled to receive benefits as a primary enrollee, dependent enrollee or another similar defined term under another Alpha individual contract, said individual is not eligible under this Contract.

Eligibility Requirements

An Eligible Primary is a person who resides, lives or works in Texas, who is not on active military duty and who is 18 years of age or older.

Primary Enrollees electing to enroll their eligible family members must enroll them at the time the Primary Enrollee enrolls, or

- within 90 days of the Primary Enrollees initial enrollment; or
- within 31 days of a Qualifying Status Change.

If Your dependents are covered, they will be eligible when You are or as soon as they become dependents.

- Dependents are the Primary Enrollee's Spouse and dependent children from birth to age 26.
- Children include newborn children, natural children, stepchildren, grandchildren, foster children, adopted children, children placed for adoption, children as part of a suit for adoption, and children of Spouse. The dependents of Primary Enrollees are eligible to enroll on the same date that the Primary Enrollee, of whom they are a Dependent, becomes a Primary Enrollee. Later-acquired dependents become eligible as soon as they acquire dependent status.
- Newborn dependent children are automatically covered 31 days from and after the moment of birth. Adopted children are automatically covered for 31 days from the earlier of the moment the child is part of a suit for adoption, placed in the home, or adopted. For coverage to continue after the 31-day period, verbal or written notice of birth or notice regarding the suit to adopt and additional Premiums, if any, must be received within the 31-day period.
- Grandchildren must be financially dependent on the Primary Enrollee or Spouse for federal income tax purposes at the time of application for coverage. Coverage for the grandchild may

not be terminated solely because the grandchild is no longer dependent upon the Primary Enrollee or Spouse for federal income tax purposes.

- Foster children are automatically covered 31 days following the earlier of placement in the home, or appointment of guardianship. To continue coverage after 31 days, notice of birth, adoption or placement and additional Premium, if any, must be given to Us within the 31-day period.
- Any child who is recognized under a qualified medical or dental child support order is automatically covered for 31 days. Documentation of eligibility must be given to Us upon request.
- An overage unmarried dependent child may be eligible if the child is:
 - (1) incapable of self-sustaining employment because of a physically or mentally disabling injury, illness or condition that began prior to reaching the limiting age; and
 - (2) chiefly dependent on the Primary Enrollee and/or Spouse for support and maintenance.

Proof of the dependent child's disability must be provided to Us within 31 days of the request, and then annually for two years thereafter. Eligibility of the dependent child will continue as long as the dependent child relies on the Primary Enrollee and/or Spouse for support and maintenance.

You must live, work or reside in Our Service Area. The permanent legal residence of any enrolled dependent must be the same as Yours, or You must live, work or reside in the Service Area and the residence of any enrolled dependent must be:

- In Our Service Area with the person having temporary or permanent conservatorship or guardianship of such dependents, where You have legal responsibility for the health care of such dependents; or
- In Our Service Area under the circumstances where You are legally responsible for the health care of such dependents; or
- In Our Service Area with Your Spouse; or
- Anywhere in the United States for a child whose coverage under the Contract is required by a medical support order.

Dependents on active military duty are not eligible.

Children Under Medical and Dental Support Orders

Coverage is also extended to any child who is recognized under a medical or dental support order. The non-responsible party or the child may request coverage under the responsible party's coverage. Coverage for the child is automatic for the first 31 days after receipt of a medical or dental support order or notice of a medical or dental support order. An additional Premium may be required for the initial 31-day period of coverage. Additionally, in order for coverage to continue beyond the initial 31-day period, an additional Premium may be required. Documentation of the above must be furnished upon Our request.

Children receiving coverage outside the Service Area will be comparable to dental coverage provided to children in the Service Area. Comparable dental coverage may include coverage in which the plan uses different procedures for service delivery and health care provider reimbursement, but may not include coverage that is:

- Limited to Emergency Dental Services only; or
- Charged a higher premium.

Minimum Enrollment Period

Enrollees in this Contract must enroll for a minimum of 12 months. If coverage is voluntarily discontinued, Enrollees may not re-apply during the 12 month period immediately following the voluntary termination.

Renewal

We will provide 60 days advance written notice of any change in Premium at renewal.

The Primary Enrollee may keep this Contract in force by timely payment of the Premiums. However, We may refuse renewal due to:

- non-payment of Premiums, subject to the "*Grace Period on Late Payments*" provision;
- upon 15 days written notice if the Enrollee commits fraud or material misrepresentation made by or with the knowledge of the Primary Enrollee or the Enrollee applying for this coverage or filing a claim for Benefits;
- the Primary Enrollee failing to comply with material provisions of this Contract; or

- upon 90 days written notice in case of discontinuance and We cease to renew all Contracts issued on this form to residents of the Service Area where You live.

At least 30 day notice of any non-renewal action permitted by this clause will be mailed to the Primary Enrollee at the last address shown in Our records. If We fail to provide 30 days' notice of Our intent to terminate coverage, Your coverage will remain in effect until 30 days after notice is given or until the effective date of replacement coverage, whichever occurs first. However, no Benefits will be paid for expenses incurred during any period of time for which Premium has not been paid.

Termination of Coverage

You have the right to terminate coverage under this Contract by sending Us written notice of intent to terminate this Contract. Termination of this Contract and coverage for You and Your Dependent(s) will be effective on the last day of the month that We receive Your request.

A full refund of Premium is available if a written request for a refund is made within the first 10 days of the Effective Date. A refund will not be available after the first 10 days of the Effective Date.

You may keep this Contract in force by timely payment of the Premiums. However, We may terminate coverage due to:

- Enrollee no longer eligible under the terms of this Contract (note termination in this case automatically occurs on the last day of the month in which the Enrollee no longer meets eligibility requirements);
- non-payment of Premiums, subject to the "*Grace Period on Late Payments*" provision;
- upon 15 days written notice if the Enrollee commits fraud or material misrepresentation made by or with the knowledge of the Primary Enrollee or Enrollee applying for this coverage or filing a claim for Benefits; or
- upon 90 days written notice in case of discontinuation and We cease to renew all Contracts issued on this form to residents of the Service Area where You live.

If Your coverage is terminated, We will send a written notice to You informing You of the reason(s) why coverage is terminated and the date that Your coverage will end. For treatment in progress, We will continue to provide Benefits less any applicable Copayment.

If an Enrollee loses coverage due to a change in marital status, the Enrollee will be issued a Contract that most nearly approximates the coverage of the Contract which was in effect prior to the change in marital status. The new Contract will be issued without evidence of insurability and will have the same effective date as the Contract under which coverage was prior to the change in marital status. The Contract will have the same expiration date as the Contract under which coverage was issued prior to the change in marital status except that Alpha and the Enrollee may agree on a later expiration date.

Reinstatement

This Contract may be reinstated with no break in coverage provided We receive the full Premium due within 60 days of the date of the past due Premium. The reinstated Contract will have the same rights as before Your Contract lapsed, unless a change is made to Your Contract in connection with the reinstatement. These changes, if any, will be sent to You to attach to Your Contract.

If any renewal Premium is not paid within the time granted the Primary Enrollee for payment, Our subsequent acceptance of Premium, without also requiring an application for reinstatement, will reinstate the Contract. However, if We require an application for reinstatement and issue a conditional receipt for the Premium tendered, the Contract will be reinstated upon Our approval of such application, or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless We have previously notified the Applicant in writing of Our disapproval of such application.

The reinstated Contract will cover only loss due to dental sickness that begins more than ten days after such date. In all other respects, the Enrollee and Alpha will have the same rights thereunder as they had under the Contract immediately before the due date of the defaulted Premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any Premium accepted in connection with a reinstatement will be applied to a period for which Premium has not been previously paid, but not to any period more than sixty days prior to the date of reinstatement.

OVERVIEW OF DENTAL BENEFITS

This section provides information that will give You a better understanding of how the dental plan works and how to make it work best for You.

What is the DeltaCare USA HMO Plan?

The DeltaCare USA HMO plan provides Benefits through a convenient network of Contract Dentists. These Dentists are screened to ensure that Our standards of quality, access and safety are maintained. The network is composed of established dental professionals. When You visit Your assigned Contract Dentist, You pay only the applicable Copayment for Benefits. There are no deductibles, lifetime maximums or claim forms.

Benefits, Limitations and Exclusions

This plan provides the Benefits described in the Schedules that are a part of this Contract. Benefits are only available in the state of Texas. The services are performed as deemed appropriate by Your attending Contract Dentist.

You may obtain treatment for Benefits even though You are unable to undergo dental treatment in an office setting or under local anesthesia due to a documented physical, mental, or medical reason as determined by Your physician or Dentist providing the dental service.

A covered Benefit appropriately provided through Teledentistry is covered on the same basis and to the same extent that the covered Benefit is provided through an in-person diagnosis, consultation, or treatment.

Copayments and Other Charges

You are required to pay any Copayments listed in the Schedules attached to this Contract. Copayments are paid directly to the Dentist who provides treatment.

In the event that We fail to pay a Contract Dentist, You will not be liable to that Dentist for any sums owed by Us. If You have not received Authorization for treatment from an Out-of-Network Dentist, and We fail to pay that Out-of-Network Dentist, You may be liable to that Dentist for the cost of services. For further clarification, see “*Emergency Dental Services*” and “*Specialized Services*.”

HOW TO USE THE DELTACARE USA HMO PLAN/CHOICE OF CONTRACT DENTIST

Choice of Contract Dentist Facility

We provide Contract Dentists at convenient locations during the term of this Contract. Upon enrollment, We will assign You to a Contract Dentist facility.

You may request a change to Your assigned Contract Dentist facility by calling Our Customer Service Center at 888-282-9501. A list of Contract Dentists is available to all Enrollees at deltadentalins.com. The change must be requested prior to the 15th of the month to become effective on the first day of the following month.

Inquiries regarding availability of appointments and accessibility of Dentists should be directed to Our Customer Service Center at 888-282-9501. If You live in Our Service Area and there is no Contract Dentist within 75 miles, You have the right to self-refer to an Out-of-Network Dentist to obtain Benefits. We will reimburse the Out-of-Network Dentist at the Contract Dentist reimbursement or in-network Benefit level. Copayments may apply. Please refer to Schedule A.

If Your Contract Dentist becomes unavailable, We may request You select another Contract Dentist or one will be assigned to You.

Changing Contract Dentist Facility

You may request to change Your assigned Contract Dentist at any time by contacting Our Customer Service Center. Requests to change Your Contract Dentist must be made prior to the 15th of the month for the change to become effective on the first day of the following month.

Any dental treatment in progress must be completed before You change to another Contract Dentist such as: 1) partial or full dentures for which final impressions have been taken; and 2) all work on any tooth upon which work has started (such as completion of root canals in progress, and delivery of crowns when teeth have been prepared).

Changes in Dentist Participation

If the Dentist You selected is no longer a Contract Dentist under the plan, You may need to select a different Contract Dentist or We will

assign a Contract Dentist. If this occurs, We will notify You and assist with selecting another Contract Dentist.

If You are receiving services that are not yet completed, that Contract Dentist will complete the procedure.

Coordination of Care and Referrals

Services which are Benefits must be provided by the Contract Dentist assigned to you. We have no obligation or liability with respect to services provided by Out-of-Network Dentists when Contract Dentists are available to provide such services, with the exception of Emergency Dental Services or Specialized Services referred by a Contract Dentist and authorized by Us. All authorized Specialized Services claims will be paid less any applicable Copayments.

If there is no Contract Dentist within 75 miles, You may self-refer to a non-contracted Dentist for Benefits. If there is no Contract Specialty Care Dentist within 75 miles, the Contract Dentist may refer You to a non-contracted Specialist or You may self-refer to a non-contracted Dentist for specialty care.

If Your Contract Dentist has questions about Your eligibility or Benefits, refer the Contract Dentist to Us.

If Your assigned Contract Dentist facility terminates participation in the plan, that Contract Dentist facility will complete all treatment in progress as described above.

Completion of Services

If You are a new Enrollee, You may request the completion of covered services begun prior to Your coverage under this plan. We will not provide coverage for incomplete services that are not otherwise Benefits under the terms and conditions of this Contract. To request completion of treatment in progress, call Our Customer Service Center or send Us a written request.

Whenever possible, You should complete treatment in progress with the Dentist who initiated the service. If the Dentist is an Out-of-Network Dentist, that Dentist must agree to the same terms and conditions that apply to Contract Dentists in order for Us to provide Benefits. Copayments will apply.

Should You not be able to complete treatment with the Dentist who initiated the service, We will make reasonable and appropriate

arrangements for completion of the treatment by a Contract Dentist.

YOU MUST GO TO YOUR ASSIGNED CONTRACT DENTIST TO OBTAIN BENEFITS, EXCEPT FOR SERVICES PROVIDED BY A SPECIALTY CARE DENTIST, OR FOR EMERGENCY DENTAL SERVICES. IF YOU LIVE IN OUR SERVICE AREA AND THERE ARE NO CONTRACT DENTISTS OR SPECIALISTS WITHIN 75 MILES OF YOUR HOME ADDRESS, YOU MAY SELF-REFER TO AN OUT-OF-NETWORK DENTIST FOR COVERED SERVICES, AND YOU WILL BE HELD HARMLESS FROM ANY ADDITIONAL FEES IN EXCESS OF YOUR COPAYMENT. ANY OTHER TREATMENT IS NOT COVERED UNDER THIS PLAN.

Medically Necessary Services

For favorable preauthorization determinations for medically necessary and appropriate services to an Enrollee, We will issue such preauthorization within three (3) calendar days. If We receive a request to renew an existing preauthorization 60 days prior to its expiration, We will review the request and issue a determination indicating whether the service is preauthorized. If the Dentist meets exemption criteria, preauthorization will not be required.

If medically necessary services are not available within Our Service Area, at the Contract Dentist's request and receipt of reasonably requested documentation, and within the time appropriate to the circumstances, but in no event no later than five (5) business days, We will allow a referral to an Out-of-Network Dentist. We will fully reimburse the Out-of-Network Dentist at the usual and customary or agreed upon rate. Copayments may apply. Please refer to Schedule A.

This requirement does not apply if You live in Our Service Area and there are no Contract Dentists or Contract Specialists within 75 miles of Your home address. You may self-refer to an Out-of-Network Dentist in this instance. Prior Authorization is not necessary. We will reimburse the Out-of-Network Dentist at the Contract Dentist or Contract Specialty Care Dentist reimbursement or in-network Benefit level. Copayments may apply. Please refer to Schedule A.

If You receive a bill from the Out-of-Network Dentist, You may contact Our Customer Service Center at 888-282-9501 for assistance.

Emergency Dental Services

Your assigned Contract Dentist maintains a 24-hour Emergency Dental Services system seven (7) days a week. If Emergency Dental Services are needed, You should contact the Contract Dentist whenever possible. If You are unable to reach Your Contract Dentist for Emergency Dental Services, You may call Our Customer Service Center at 888-282-9501 for assistance in obtaining emergency care. You may seek immediate treatment from another Dentist and We will reimburse You for the cost of Emergency Dental Services which exceeds Your Copayment. If You receive emergency care services and a bill for Emergency Dental Services, please contact Our Customer Service Center at 888-282-9501 for assistance.

Emergency Dental Services are covered in accordance with the listed procedures as described in code D9110 "Palliative (emergency) treatment of dental pain." Further treatment must be obtained from the assigned Contract Dentist. (Please refer to Schedule A and Schedule B.)

Specialized Services

Specialized Services for oral surgery, endodontics, periodontics or pediatric dentistry must be referred by the assigned Contract Dentist and authorized by Us within five (5) business days. All authorized Specialist Services will be paid by Us less any applicable Copayments. We will authorize the referral of an Out-of-Network Dentist within five (5) business days after receipt of reasonably requested documentation.

If You need Specialized Services and there is no Contract Specialty Care Dentist to provide these services within 75 miles of Your home address, the assigned Contract Dentist is NOT required to receive Authorization from Us to refer You to an Out-of-Network Dentist to provide the Specialized Services. You may self-refer to an Out-of-Network Dentist without receiving a referral from Your Contract Dentist. We will reimburse the Out-of-Network Dentist at the Contract Specialty Care Dentist reimbursement or in-network Benefit level. Prior Authorization is not necessary. Copayments may apply. Please refer to Schedule A.

If You need services from a Contract Orthodontist, please refer to Orthodontics in the Schedules attached to this Contract to determine Benefits.

Claims for Reimbursement

Claims for covered Emergency Dental Services, authorized Specialized Services or Out-of-Network Services, or if You self-refer to an Out-of-Network Dentist as outlined above, must be submitted to Us within 90 days of the end of treatment. Valid claims received after the 90-day period will be reviewed if You can show that it was not reasonably possible to submit the claim within that time. All claims must be received within one (1) year of the treatment date. The address for claims submission is:

Claims Department
P.O. Box 1810
Alpharetta, GA 30023-1810

Payment of claims will be as follows:

- 1) Within 15 days after receipt of the claim, We will:
 - a) Acknowledge receipt of the claim;
 - b) Initiate an investigation of the claim; and
 - c) Request any necessary information necessary to adjudicate the claim.
- 2) No later than 15 days after request of any requested information, We will notify you:
 - a) Of the acceptance or rejection of the claim and the reason, if rejected; or
 - b) That additional time is necessary to adjudicate the claim and the reason for the delay.
- 3) No later than the 45 days after You have been notified of the need for additional time needed to make a decision, We will accept or reject the claim. Accepted claims will be paid no later than the fifth (5th) business day following notice of acceptance.
- 4) If payment is subject to performance of an act by You, the claim will be paid no later than the fifth (5th) business day after the date the act is performed.

In the event We fail to pay a Contract Dentist, You will not be liable to that Dentist for any sums owed by Us.

Except for *Emergency Dental Services* and self-referrals outlined above, if You have not received Authorization for treatment from an Out-of-Network Dentist, and We fail to pay that Out-of-Network Dentist, You may be liable to that Dentist for the cost of services.

For further clarification, refer to the provisions for *Emergency Dental Services* and *Specialized Services*.

Coordination of Benefits

A “Primary Plan” is the plan which determines its benefits first and without consideration of the other plan’s benefits. A plan that does not include a coordination provision may not take the benefits of another plan into account when it determines its benefits.

Important Note: This Plan is the Primary Plan. This means We will always pay Benefits under this Plan as primary and not reduce Benefits.

Processing Policies

Our DeltaCare USA dental care guidelines explain the services covered under this Contract. Contract Dentists use professional judgment to determine which services are appropriate for Enrollees. Benefits performed by Contract Dentists are provided subject to any Copayments. If a Contract Dentist believes that You or any Enrollee should seek treatment from a Contract Specialist, the Contract Dentist contacts Us for a determination of whether the proposed treatment is a covered Benefit. We will also determine whether the proposed treatment requires treatment by a specialist. You may contact Our Customer Service Center at 888-282-9501 for information regarding the dental care guidelines for DeltaCare USA.

PREMIUM PAYMENT RESPONSIBILITIES

The Contractholder is responsible for making Premium payments when submitting their application for enrollment under this Plan.

Each Premium is to be paid on or before its due date. A due date is the day following the last day of the period for which the preceding Premium was paid. You may pay Your Premium by visiting Our website at deltadentalins.com, or by mailing payment to the address below:

Delta Dental Insurance Company
P.O. Box 660138
Dallas, TX 75266-0138

Rate Guarantee

Your Premium rate is guaranteed for each Contract Year based upon the new Enrollee rates in force at the time of Your enrollment.

The rate guarantee can be less than a Contract Year if an Enrollee has an Effective Date mid-year due to a Qualifying Status Change. We will provide 60 days' notice of any Premium rate changes.

No change in Premiums will become effective within a Contract Year unless Our liability is changed by law or regulation. Such a change may include a state and/or federal mandated change or a new or increased tax, assessment or fee imposed on the amounts payable to, or by, Us under this Contract or any immediately preceding Contract between Alpha and You. We would provide written notice to You, and this Contract will thereby be modified on the date set forth in the notice.

Grace Period on Late Payments

A grace period of 31 days will be granted for the payment of each Premium falling due after the first Premium. During this time, this Contract will continue in force. If Your coverage terminates for non-payment, You will be responsible for the cost of services rendered during the grace period. Coverage will terminate at the end of the grace period unless We receive Your Premium before the end of this 31 days.

COMPLAINTS AND APPEALS OF ADVERSE DETERMINATIONS

Complaints

A "Complaint" means any dissatisfaction by an Enrollee, physician, Dentist or other person designated to act on behalf of the Enrollee orally or in writing about any aspect of Our operation, including but not limited to dissatisfaction with administration; procedures; denial, reduction or termination of services for reasons not related to medical necessity; disenrollment decisions or the quality of dental services performed by a Dentist. A Complaint does not include a misunderstanding or problem of misinformation which can be promptly resolved by supplying correct information to the Enrollee's satisfaction.

A "Complainant" is an Enrollee, physician, Dentist or other person designated to act on behalf of the Enrollee, who files a Complaint.

The Complainant may call the Customer Service Center at 888-282-9501, or the Complaint may be addressed in writing to:

Quality Management Department
P.O. Box 1860
Alpharetta, GA 30023-1860

Complaint Information

Written Complaints must include: 1) the name of the patient; 2) the name, address, telephone number and ID number of the Enrollee; and 3) the Dentist's name and facility location.

Should an Enrollee choose to have a physician, Dentist or other person act on the Enrollee's behalf during the Complaint process, the Enrollee must provide Us with express written permission designating that individual as their representative and include a signed release, compliant with HIPAA, authorizing the disclosure of confidential information such as their personal health information (PHI).

We will provide notification of any dental services are not covered Benefits, stating the specific Contract provision(s).

Within 5 business days after receipt of an oral or written Complaint, the quality management coordinator will send a letter acknowledging the date of receipt of the Complaint, and a description of Our Complaint procedures, estimated time frames for resolution of Complaints, and a request for any necessary information. If the Complaint was received orally, the acknowledgement will include a one-page Complaint form with instructions to return for resolution of the Complaint. Processing of a Complaint will generally not begin until We receive the information shown above, except as noted below for Complaints involving Emergency Dental Services.

The Complainant may call the Customer Service Center at 888-282-9501 at any time between 8:00 a.m. and 8:00 p.m., Central Time, to discuss the Complaint. Complaints requiring professional expertise will be referred to a licensed dental consultant or, if necessary, the dental director for response. Certain Complaints may also require a second opinion for a clinical evaluation of dental services provided. Second opinions will be provided by another Dentist's facility, unless otherwise authorized by Our dental consultant. We will pay for a second opinion that We have authorized.

We will resolve a Complaint involving Emergency Dental Services (involving emergency care denials, denials of care for life-threatening conditions, and denials of continued stays for hospitalization) within 24 hours after Our receipt. Complaints that

do not involve Emergency Dental Services will be resolved within 30 calendar days after receipt. We will send to the Complainant a written report which describes the Complaint, and Our resolution. The report will contain a statement of the specific clinical and/or contractual reasons for the resolution and will advise the Complainant of:

- 1) the specialization of any Dentist or other provider consulted,
- 2) a description of Our Complaint procedure, and
- 3) the time frames for Our appeal process and final decision.

Complaint Appeal

In the event a Complainant is not satisfied with Our resolution of a Complaint, the Complainant will have the right to appeal the decision before a complaint appeal panel. Within 5 business days after receipt of a request for an appeal, We will send a letter acknowledging the date of receipt of the request and include a statement of the Complainant's rights to:

- 1) appear before an appeal panel in person (or through a representative if a minor or disabled) in the area where the Enrollee received the care or at an agreed upon location, or
- 2) write to an appeal panel,
- 3) present alternative expert testimony,
- 4) present oral or written information, and
- 5) question those responsible for the prior resolution.

Our appeal panel is composed of Enrollee representatives, Dentist representatives and Delta Dental representatives in equal numbers. Dentists cannot review a case in which they rendered care or a case they reviewed during Our complaint or appeal process. The panel will include a Dentist of the appropriate specialty if the quality of specialty care is at issue. Our employees cannot serve as Enrollee members.

No later than 5 business days before the scheduled meeting of the appeal panel, unless the Complainant agrees otherwise, We will provide to the Complainant or the Complainant's designated representative:

- 1) any documentation to be presented to the panel by Us,
- 2) the specialization of any providers consulted during the investigation of the appeal, and

- 3) the name and affiliation of each Delta Dental representative on the panel.

We will send a written resolution of the appeal within 30 calendar days after receipt of an appeal. Investigation and resolution of appeals involving ongoing Emergency Dental Services will be concluded in accordance with the dental immediacy of the case, but no later than 24 hours after receipt of request for appeal. At the request of the Enrollee, We will provide, instead of an appeal panel, a Dentist who has not previously reviewed the case and who is of the same or similar specialty as ordinarily manages the procedure or treatment under appeal. The Dentist reviewing the appeal may interview the Enrollee or the Enrollee's designated representative and will make a decision on the appeal. Initial notice of decision of the appeal may be delivered orally, but will be followed by a written notice of the determination within 3 days.

Notice of Our final decision will include a statement of the specific clinical and/or Contract provision(s) on which the decision was based, and the toll-free telephone number and address of the Texas Department of Insurance.

Adverse Determination

An "Adverse Determination" is a determination by Us that the health care services provided or proposed to be provided to an Enrollee are not medically necessary or appropriate or are experimental or investigational.

Adverse Determination Information

In all instances of a utilization review Adverse Determination, written notification of the Adverse Determination will include:

- 1) the principal reasons for the Adverse Determination;
- 2) the clinical basis for the Adverse Determination;
- 3) a description or the source of the screening criteria that were utilized as guidelines in making the determination;
- 4) the professional specialty of the Dentist that made the Adverse Determination;
- 5) a description of the procedures for Our Complaint system;
- 6) a description of Our Appeal process;

- 7) a copy of the request for a review by an Independent Review Organization (IRO) form, available at www.tdi.texas.gov/forms;
- 8) notice of the independent review process with instructions that:
 - A) request for a review by an IRO form must be completed by the Enrollee, an individual acting on behalf of the Enrollee, or the Enrollee's Dentist of record and be returned to Us that made the Adverse Determination to begin the independent review process; and
 - B) the release of medical information to the IRO, which is included as part of the independent review request for a review by an IRO form, must be signed by the Enrollee or the Enrollee's legal guardian; and
- 9) a description of the Enrollee's right to an immediate review by an IRO and of the procedures to obtain that review for an Enrollee who has a life-threatening condition.

Adverse Determination Appeal

An "Appeal of Adverse Determination" or "Appeal" is a Complaint concerning dissatisfaction with an Adverse Determination, but does not include a Complaint regarding dissatisfaction with administration; procedures; denials, reduction or termination of services for reasons not related to medical necessity; disenrollment decisions, or the quality of dental service performed by a Dentist.

Unless the specific subscriber agreement allows additional time to respond, within one hundred eighty (180) days of receipt of an Adverse Determination, an Enrollee, Dentist, or other person designated to act on behalf of the Enrollee may call the Customer Service Center at 888-282-9501, or the Appeal may be addressed in writing to the address above.

An "Appealing Party" is an Enrollee, physician, Dentist or other person designated to act on behalf of an Enrollee, who may request reconsideration of an Adverse Determination.

Written Appeals must include: 1) the name of the patient; 2) the name, address, telephone number and ID number of the Enrollee; and 3) the Dentist's name and facility location.

Should an Enrollee choose to have a physician, Dentist or other person act on the Enrollee's behalf during the Appeal process, the Enrollee must provide Us with express written permission designating that individual as their representative and include a

signed release, compliant with HIPAA, authorizing the disclosure of confidential information such as their personal health information (PHI).

We will provide notification of any dental services are not covered Benefits, stating the specific Contract provision(s).

Within 5 business days after receipt of an oral or written Appeal, the quality management coordinator will send a letter acknowledging the date of receipt of the Appeal, and a description of Our Appeal procedures, estimated time frames for resolution of Appeals, and a request for any necessary information. If the Appeal was received orally, the acknowledgement will include a one-page Appeal form with instructions to return for prompt resolution of the Appeal. Processing of an Appeal will generally not begin until We receive the information shown above, except as noted below for Appeals involving Emergency Dental Services.

The Appealing Party may call the Customer Service Center at 888-282-9501 at any time between 8:00 a.m. and 8:00 p.m., Central Time, to discuss the Appeal. Appeals requiring professional expertise will be referred to a licensed dental consultant or, if necessary, the dental director for response. Certain Appeals may also require a second opinion for a clinical evaluation of dental services provided. Second opinions will be provided by another Dentist's facility, unless otherwise authorized by Our dental consultant. We will pay for a second opinion that We have authorized.

We will resolve an Appeal involving Emergency Dental Services (involving emergency care denials, denials of care for life-threatening conditions, and denials of continued stays for hospitalization) within 24 hours after Our receipt. Appeals that do not involve Emergency Dental Services will be resolved within 30 calendar days after receipt. We will send to the Appealing Party a written report which describes the Appeal and Our resolution. The report will contain a statement of the specific clinical and/or contractual reasons for the resolution and will advise the Appealing Party of:

- 1) the specialization of any Dentist or other provider consulted,
- 2) a description of Our Appeal procedure, and
- 3) the time frames for Our Appeal process and final decision.

Notice of Our decision on an Appeal for Adverse Determination will include a statement of the specific clinical and/or Contract provision(s) on which the decision was based, and the toll-free telephone number and address of the Texas Department of Insurance.

Independent Review

In the event an Appealing Party is not satisfied with Our resolution of an Appeal, or if the Appeal relates to emergency care denials, denials of care for life-threatening conditions, and denials of continued stays for hospitalization, the Appealing Party has the right to file for review by an independent review organization or "IRO." The Enrollee, Dentist, or someone acting on behalf of the Enrollee may file for independent review by sending a REQUEST FOR A REVIEW BY AN INDEPENDENT REVIEW ORGANIZATION (IRO) form to Us at the address listed above. Upon receipt of an IRO request form, We will notify the Texas Department of Insurance within one (1) working day. Within three (3) working days, We will provide the IRO with copies of all relevant documents. We will comply with the IROs determination with respect to the medical necessity or appropriateness, or the experimental or investigational nature, of the health care items and services requested by the Enrollee.

Texas Department of Insurance

Any Enrollee, including an Enrollee who has attempted to resolve a Complaint through the Complaint process described above, may file a complaint with the Texas Department of Insurance at P.O. Box 12030, Austin, Texas 78711-2030. The Department's toll-free telephone number is 800-252-3439.

The commissioner will investigate a complaint against Us to determine Our compliance with the insurance laws within 60 days after the Department receives the complaint and all information necessary for the Department to determine compliance. The commissioner may extend the time necessary to complete an investigation in the event any of the following circumstances occur:

- 1) additional information is needed;
- 2) an on-site review is necessary;
- 3) we, the Dentist, or the Complainant do not provide all documentation necessary to complete the investigation; or
- 4) other circumstances beyond the control of the Department.

We will not engage in any retaliatory action (including termination or refusal to renew a Contract) against a Contractholder, an Enrollee, or a Dentist (on behalf of an Enrollee) for filing a complaint or appealing a decision.

If You believe You need further review of Your claim, You may contact Your state insurance regulatory agency. If the group health plan is subject to the Employee Retirement Income Security Act of 1974 (“ERISA”), 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 the rights under 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

GENERAL PROVISIONS

Entire Contract; Changes

This Contract, including any application and Attachments, constitutes the entire Contract. No change to this Contract will be valid until approved by Our executive officer and unless such approval is endorsed hereon or attached hereto. No agent has authority to change this Contract or to waive any of its provisions.

Severability

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

Incontestability

In the absence of fraud or intentional misrepresentation made by You in the enrollment application, all statements made in that application are representations and not warranties. The statements are considered to be truthful and are made to the best of Your knowledge and belief. A statement may not be used to void, cancel or non-renew Your coverage or reduce benefits unless (i) it is in a written enrollment application signed by you, and (ii) a signed copy of the enrollment application is or has been furnished to You or Your personal representative.

Misstatements on Application; Effect

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under this Contract, all statements made by You will be deemed representations and not warranties. No such statement will be used in defense to a claim under this Contract unless it is contained in a written application. If any misstatement would materially affect the rates, We reserve the right to adjust the Premium to reflect Your actual circumstances at time of application or to terminate Your Contract.

Legal Actions

No action at law or in equity will be brought to recover on this Contract prior to expiration of 60 days after proof of loss has been filed in accordance with requirements of this Contract. No action can be brought at all unless brought within three (3) years from expiration of the time within which proof of loss is required by this Contract.

Conformity with Applicable Laws

All legal questions about this Contract will be governed by the state of Texas where this Contract was entered into and is to be performed. Any part of this Contract that conflicts with the laws of Texas or federal law is hereby amended to conform to the minimum requirements of such laws. If this Contract is not in conformity with Texas laws or other applicable laws, it will not be rendered invalid but will be construed and applied as if it were in full compliance with Texas law and other applicable laws. The remaining provisions are not invalidated by such change, and will remain in full force and effect.

Third Party Administrator (“TPA”)

We may use the services of a TPA, duly registered under applicable state law, to provide services under this Contract. Any TPA providing such services or receiving such information will enter into a separate business associate agreement with Us providing that the TPA will meet HIPAA and HITECH requirements for the preservation of protected health information of Enrollees.

Impossibility of Performance

Neither party (Contractholder or Alpha) will be liable to the other or be deemed to be in breach of this Contract for any failure or delay in performance arising out of causes beyond its reasonable

control. Such causes are strictly limited to include acts of God or of a public enemy, explosion, fires or unusually severe weather. Dates and times of performance will be extended to the extent of the delays excused by this paragraph, provided that the party whose performance is affected notifies the other promptly of the existence and nature of the delay.

Non-Discrimination

We comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

We:

- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If You need these services, contact Our Customer Service Center at 888-282-9501.

If You believe that We have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, You can file a grievance electronically online, over the phone with a Customer Service representative, or by mail.

DeltaCare USA
P. O. Box 997330
Sacramento, CA 95899-7330
Telephone Number: 888-282-9501
Website Address: deltadentalins.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at

<https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at
<http://www.hhs.gov/ocr/office/file/index.html>.

GLOSSARY

The following dental terms have the meanings indicated:

Abrasion - The abnormal wearing away of the tooth by chewing, incorrect brushing methods, grinding or similar causes.

Alveoloplasty - A surgical procedure to reshape the jaw bones to achieve normal bone contour in preparation for tooth replacement via denture, partials or bridges.

Amalgam - A metal alloy used in filling teeth.

Apicoectomy - The surgical removal of the root tip.

Appliance - A device used to provide function or therapeutic effect.

Attrition - The normal loss of tooth substance resulting from friction during chewing.

Banding - Application of preformed stainless steel rings that are fitted around the teeth and cemented in place.

Banding dentition - Treatment of a tooth which involves banding (for orthodontic purposes).

Cephalometric x-rays - X-rays used in studying the measurements of the head in relation to specific soft tissue and bony reference points.

Cleft palate - A birth defect resulting in an incomplete closure or formation of the palate.

Debridement - The removal of plaque and tartar, above and below the gumline, which makes the ability to evaluate the gum condition difficult.

Equilibration - Changing the occlusal forms of the teeth by selective grinding, with the interest of balancing occlusal stresses more evenly on the teeth.

Erosion - Chemical or mechanical destruction of tooth substance, the mechanism of which is incompletely known, that leads to the creation of a depression in the tooth surface at the gumline.

Exostosis - An excessive growth of bone.

Expansion appliance - An appliance used to widen a dental arch to increase the room available for permanent teeth and/or to correct the bite.

Frenum - The fibers that attach the cheek, lips or tongue to the tissue lining the mouth.

Frenectomy - Surgical removal or loosening of the frenum.

Functional appliance - An appliance used to achieve minor tooth movement, to strengthen the muscles of the oral cavity or to maintain space created by the loss or delayed eruption of the teeth.

Gingiva - The soft tissue which covers a tooth or the gum surrounding a tooth.

Gingivectomy - The surgical removal of the unsupported gingiva to the level where it is attached.

Gingivoplasty - Surgical contouring of the gingiva to facilitate maintenance of tissue health and integrity.

Headgear - An apparatus encircling the head or neck that provides attachment for an intraoral appliance in use of extraoral anchorage.

Implant - A device specially designed to be placed surgically within or on the mandibular or maxillary bone as a means of providing for dental replacement of a missing tooth.

Lingual - Pertaining to the tongue.

Macrogathia - A definite overgrowth of the mandible and maxilla.

Mandible - The lower jaw.

Mandibular - Pertaining to the lower jaw.

Maxilla - The upper jaw.

Maxillary - Pertaining to the upper jaw.

Micrognathia - An abnormal smallness of the jaws, especially the mandible.

Myofunctional therapy - Training to curb or eliminate abnormal muscle function of the oral cavity.

Occlusal - The chewing surfaces of the posterior teeth.

Occlusion - The contact between the upper and lower teeth when in a closed position.

Orthodontic appliance - Any appliance used to apply forces for tooth movement during orthodontic treatment.

Palate - The roof of the mouth.

Palatal - Pertaining to the roof of the mouth.

Palliative - Action that relieves pain but does not cure the cause of the pain.

Panoramic film - An x-ray that offers a full view of the entire length of the jaws in a single x-ray.

Pediatric or Pedodontic - Pertaining to children.

Periapical - The area surrounding or enclosing the root tip of a tooth.

Periodontitis - Gingival changes that occur due to infection and loss of attachment between the tooth and gums. Periodontitis is a long-term progressive disease.

Periradicular - Around the root.

Pontic - The term used for the artificial tooth on a bridge.

Prophylaxis - The removal of plaque, tartar and stains on the crown portion of the teeth, including polishing.

Pulp cap - The covering of an exposed dental nerve with material that protects it from foreign irritants.

Quadrant - One of the four equal sections into which the dental arches can be divided; begins at the middle of the arch and goes to the last tooth on either side.

Rebase - Process of refitting a denture by replacing the acrylic base material.

Resin - Broad term used to indicate an organic substance that is usually tooth colored. Composite resin used in filling teeth, most often in the front of the mouth.

Retainer - An appliance used to maintain the positions of the teeth and jaws gained by orthodontic procedures.

Retrograde filling - A method of sealing the root canal by preparing and filling it from the root tip.

Root planning - A procedure designed to remove bacteria, tartar and diseased root tissue from the root surfaces. Often referred to as “deep cleaning.”

Sealant - Application of a resin material to the biting surfaces of the permanent molars to seal the surface crevices to prevent the formation of decay.

Study model - A positive likeness of dental structures (teeth and adjoining tissues) for the purpose of study and treatment planning.

Supernumerary - Any tooth in excess of the 32 normal permanent teeth.

Temporomandibular joint - The joint formed by the connection of the lower jaw to the skull.

Tracing - As it relates to orthodontic treatment, a tracing is a line drawing of pertinent features of a cephalometric x-ray made on a piece of transparent paper placed over an x-ray. The tracing provides measurements of soft tissue and bony reference points that aid in predicting growth patterns and orthodontic diagnosis and treatment planning.

Trigeminal nerve - The main nerve that provides feeling to the muscles and tissues of the face, jaws and teeth.

Vertical dimension - The vertical height of the face with teeth in occlusion.

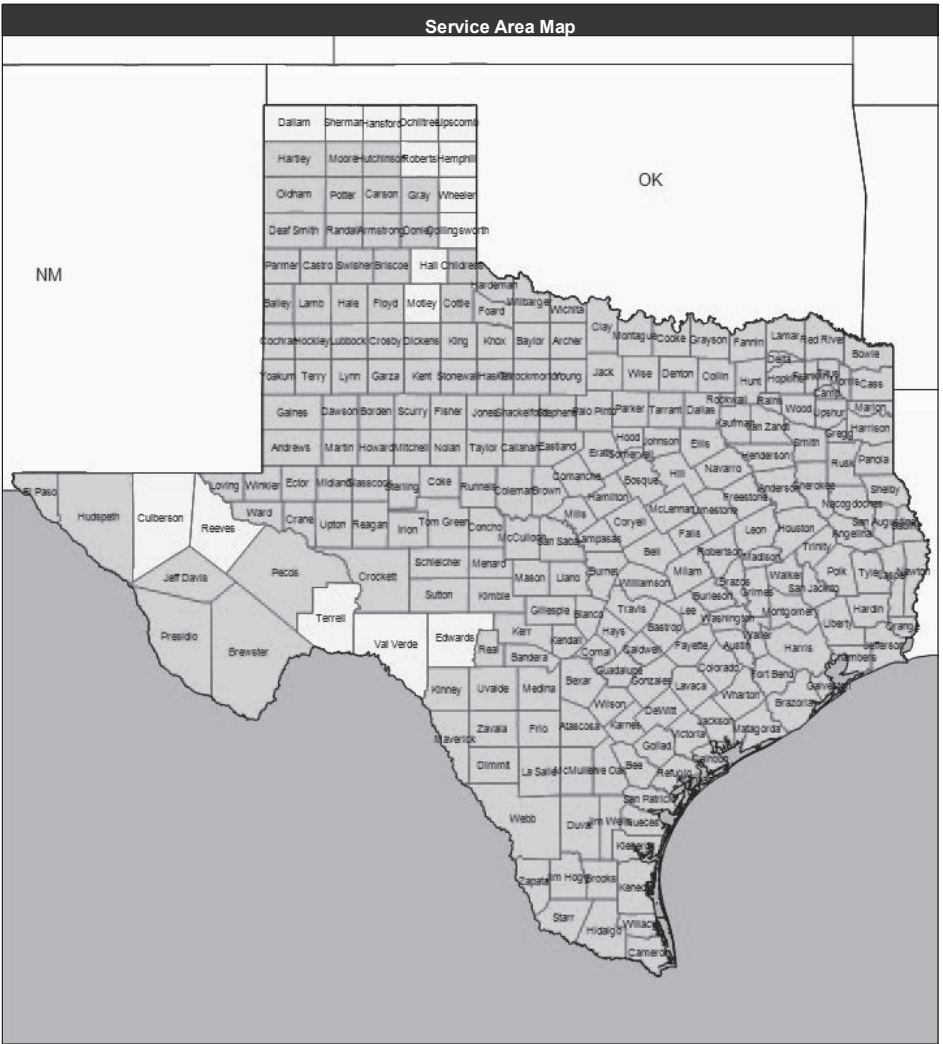
TEXAS SERVICE AREA

The following is a county listing of the approved Service Area for Alpha Dental Programs, Inc. and a map of the Service Area.

Anderson	Coke	Garza	Karnes	Montague	Starr
Andrews	Coleman	Gillespie	Kaufman	Montgomery	Stephens
Angelina	Collin	Glasscock	Kendall	Moore	Sterling
Aransas	Colorado	Goliad	Kenedy	Morris	Stonewall
Archer	Comal	Gonzales	Kent	Nacogdoches	Sutton
Armstrong	Comanche	Gray	Kerr	Navarro	Swisher
Atascosa	Concho	Grayson	Kimble	Newton	Tarrant
Austin	Cooke	Gregg	King	Nolan	Taylor
Bailey	Coryell	Grimes	Kinney	Nueces	Terry
Bandera	Cottle	Guadalupe	Kleberg	Oldham	Throckmorton
Bastrop	Crane	Hale	Knox	Orange	Titus
Baylor	Crockett	Hamilton	La Salle	Palo Pinto	Tom Green
Bee	Crosby	Hardeman	Lamar	Panola	Travis
Bell	Dallas	Hardin	Lamb	Parker	Trinity
Bexar	Dawson	Harris	Lampasas	Parmer	Tyler
Blanco	DeWitt	Harrison	Lavaca	Pecos	Upshur
Borden	Deaf Smith	Hartley	Lee	Polk	Upton
Bosque	Delta	Haskell	Leon	Potter	Uvalde
Bowie	Denton	Hays	Liberty	Presidio	Van Zandt
Brazoria	Dickens	Henderson	Limestone	Rains	Victoria
Brazos	Dimmit	Hidalgo	Live Oak	Randall	Walker
Brewster	Donley	Hill	Lubbock	Reagan	Waller
Briscoe	Duval	Hockley	Llano	Real	Ward
Brooks	Eastland	Hood	Loving	Red River	Washington
Brown	Ector	Hopkins	Lynn	Refugio	Webb
Burleson	El Paso	Houston	Madison	Robertson	Wharton
Burnet	Ellis	Howard	Marion	Rockwall	Wichita
Caldwell	Erath	Hudspeth	Martin	Runnels	Wilbarger
Calhoun	Falls	Hunt	Mason	Rusk	Willacy
Callahan	Fannin	Hutchinson	Matagorda	San Augustine	Williamson
Cameron	Fayette	Irion	Maverick	San Jacinto	Wilson
Camp	Fisher	Jack	McCulloch	San Patricio	Winkler
Carson	Floyd	Jackson	McLennan	San Saba	Wise
Cass	Foard	Jasper	McMullen	Sabine	Wood
Castro	Fort Bend	Jeff Davis	Medina	Schleicher	Yoakum
Chambers	Franklin	Jefferson	Menard	Scurry	Young
Cherokee	Freestone	Jim Hogg	Midland	Shackelford	Zapata
Childress	Frio	Jim Wells	Milam	Shelby	Zavala
Clay	Gaines	Johnson	Mills	Smith	
Cochran	Galveston	Jones	Mitchell	Somervell	

The following counties are not part of the Alpha Dental Programs, Inc. Service Area:
Collingsworth, Culberson, Dallam, Edwards, Hall, Hansford, Hemphill, Lipscomb, Motley, Ochiltree, Reeves, Roberts, Sherman, Terrell, Val Verde, Wheeler.

Map



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Service Areas

- TDI Approved Counties

Approved April 15, 2019

105.92 miles

SCHEDULE A

Description of Benefits and Copayments

Alpha Dental Programs, Inc. Individual & Family DeltaCare[®] USA Basic Plan TX A70

Underwritten by Alpha Dental Programs, Inc. and administered by Delta Dental Insurance Company

The Benefits shown below are performed as needed and deemed necessary by the Contract Dentist subject to the limitations and exclusions of the Plan. **Please refer to *Schedule B* for further clarification of Benefits. You should discuss all treatment options with Your Contract Dentist prior to services being rendered.**

Text that appears in italics below is specifically intended to clarify the delivery of Benefits under the DeltaCare[®] USA Plan and is not to be interpreted as Current Dental Terminology (“CDT”), CDT-2024 procedure codes, descriptors or nomenclature that are under copyright by the American Dental Association[®] (“ADA”). The ADA may periodically change CDT codes or definitions. Such updated codes, descriptors and nomenclature may be used to describe these covered procedures in compliance with federal legislation.

<u>CODE</u>	<u>DESCRIPTION</u>	<u>YOU PAY</u>
D0100-D0999	I. DIAGNOSTIC - <i>(When referable services are provided by a Contract Specialist, You pay 75% of that Dentist’s submitted fees.) *</i>	
D0120	Periodic oral evaluation - established patient	No Cost
D0140	Limited oral evaluation - problem focused	No Cost
D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver	No Cost
D0150	Comprehensive oral evaluation - new or established patient	No Cost
D0160	Detailed and extensive oral evaluation - problem focused, by report	No Cost

<u>CODE</u>	<u>DESCRIPTION</u>	<u>YOU PAY</u>
D0170	Re-evaluation - limited, problem focused (established patient; not post-operative visit).....	No Cost
D0171	Re-evaluation - post-operative office visit.....	\$5.00
D0180	Comprehensive periodontal evaluation - new or established patient.....	No Cost
D0190	Screening of a patient	No Cost
D0191	Assessment of a patient.....	No Cost
D0210	Intraoral - comprehensive series of radiographic images - <i>limited to 1 of (D0210 or D0330) per 24 months. Either one (1) D0210 or one (1) D0330 permitted.</i>	No Cost
D0220	Intraoral - periapical first radiographic image.....	No Cost
D0230	Intraoral - periapical each additional radiographic image.....	No Cost
D0240	Intraoral - occlusal radiographic image.....	No Cost
D0250	Extraoral - 2D projection radiographic image created using a stationary radiation source, and detector	No Cost
D0251	Extraoral posterior dental radiographic image....	No Cost
D0270	Bitewing - single radiographic image.....	No Cost
D0272	Bitewings - two radiographic images - <i>limited to 1 series every 6 months</i>	No Cost
D0273	Bitewings - three radiographic images - <i>limited to 1 series every 6 months</i>	No Cost
D0274	Bitewings - four radiographic images - <i>limited to 1 series every 6 months</i>	No Cost
D0277	Vertical bitewings - 7 to 8 radiographic images.....	No Cost
D0330	Panoramic radiographic image - <i>limited to 1 of (D0210 or D0330) per 24 months. Either one (1) D0210 or one (1) D0330 permitted.</i>	No Cost
D0396	3D printing of a 3D dental surface scan.....	No Cost
D0419	Assessment of salivary flow by measurement - 1 every 12 months	No Cost
D0460	Pulp vitality tests	No Cost
D0470	Diagnostic casts.....	No Cost
D0472	Accession of tissue, gross examination, preparation and transmission of written report - <i>available only when performed in conjunction with a covered biopsy</i>	No Cost
D0473	Accession of tissue, gross and microscopic examination, preparation and transmission	

<u>CODE</u>	<u>DESCRIPTION</u>	<u>YOU PAY</u>
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	<i>of written report - available only when performed in conjunction with a covered biopsy</i>	No Cost
D0474	Accession of tissue, gross and microscopic examination, including assessment of surgical margins for presence of disease, preparation and transmission of written report - <i>available only when performed in conjunction with a covered biopsy</i>	No Cost
D0601	Carries risk assessment and documentation, with a finding of low risk - <i>1 every 12 months</i>	No Cost
D0602	Carries risk assessment and documentation, with a finding of moderate risk - <i>1 every 12 months</i>	No Cost
D0603	Carries risk assessment and documentation, with a finding of high risk - <i>1 every 12 months</i>	No Cost
D0701	Panoramic radiographic image - image capture only.....	No Cost
D0702	2-D cephalometric radiographic image - image capture only.....	No Cost
D0703	2-D oral/facial photographic image obtained intraorally or extraorally - image capture only.....	No Cost
D0705	Extraoral posterior dental radiographic image - image capture only	No Cost
D0706	Intraoral - occlusal radiographic image - image capture only.....	No Cost
D0707	Intraoral - periapical radiographic image - image capture only.....	No Cost
D0708	Intraoral - bitewing radiographic image - image capture only.....	No Cost
D0709	Intraoral - comprehensive series of radiographic images - image capture only	No Cost
D0999	Unspecified diagnostic procedure, by report - <i>includes office visit, per visit (in addition to other services)</i>	\$10.00

D1000-D1999 II. PREVENTIVE - (When referable services are provided by a Contract Specialist, You pay 75% of that Dentist's submitted fees.) *

D1110	Cleaning - Prophylaxis - adult - 1 D1110, D1120 or D4346 per 6 month period	\$20.00
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<u>CODE</u>	<u>DESCRIPTION</u>	<u>YOU PAY</u>
D1120	<i>Cleaning - Prophylaxis - child - 1 D1110, D1120 or D4346 per 6 month period</i>	\$20.00
D1206	Topical application of fluoride varnish - <i>child to age 19; 2 of D1206 or D1208 per 12 month period</i>	\$20.00
D1208	Topical application of fluoride - excluding varnish - <i>child to age 19; 2 of D1206 or D1208 per 12 month period</i>	\$20.00
D1310	Nutritional counseling for control of dental disease	No Cost
D1320	Tobacco counseling for the control and prevention of oral disease	No Cost
D1330	Oral hygiene instructions	No Cost
D1351	Sealant - per tooth - <i>limited to permanent molars through age 15</i>	\$22.00
D1352	Preventive resin restoration in a moderate to high caries risk patient - permanent tooth - <i>limited to permanent molars through age 15</i>	\$22.00
D1353	Sealant repair - per tooth - <i>limited to permanent molars through age 15</i>	\$22.00
D1354	Application of caries arresting medicament - per tooth	\$20.00
D1510	Space maintainer - fixed, unilateral - per quadrant.....	\$85.00
D1516	Space maintainer - fixed - bilateral, maxillary.....	\$85.00
D1517	Space maintainer - fixed - bilateral, mandibular	\$85.00
D1520	Space maintainer - removable, unilateral - per quadrant.....	\$85.00
D1526	Space maintainer - removable - bilateral, maxillary	\$85.00
D1527	Space maintainer - removable - bilateral, mandibular	\$85.00
D1551	Re-cement or re-bond bilateral space maintainer - maxillary	\$10.00
D1552	Re-cement or re-bond bilateral space maintainer - mandibular	\$10.00
D1553	Re-cement or re-bond unilateral space maintainer - per quadrant.....	\$10.00
D1556	Removal of fixed unilateral space maintainer - per quadrant	\$10.00
D1557	Removal of fixed bilateral space maintainer - maxillary	\$10.00

<u>CODE</u>	<u>DESCRIPTION</u>	<u>YOU PAY</u>
D1558	Removal of fixed bilateral space maintainer - mandibular.....	\$10.00
D1575	Distal shoe space maintainer - fixed, unilateral - per quadrant - <i>child to age 9</i>	\$85.00

D2000-D2999 III. RESTORATIVE - (When referable services are provided by a Contract Specialist, You pay 75% of that Dentist's submitted fees.) *

- *Includes polishing, all adhesives and bonding agents, indirect pulp capping, bases, liners and acid etch procedures.*
 - *Fillings are covered 1 per 24 month(s) per tooth, per surface. Replacement of an amalgam or resin restoration on the same tooth surface in less than two years by the same Dentist or by a Dentist at the same location is not chargeable to You or Us.*
 - *Replacement of crowns, inlays and onlays requires the existing restoration to be 5+ years old.*
- | | | |
|-------|--|----------|
| D2140 | Amalgam - one surface, primary or permanent..... | \$25.00 |
| D2150 | Amalgam - two surfaces, primary or permanent . | \$40.00 |
| D2160 | Amalgam - three surfaces, primary or permanent..... | \$50.00 |
| D2161 | Amalgam - four or more surfaces, primary or permanent | \$55.00 |
| D2330 | Resin-based composite - one surface, anterior | \$65.00 |
| D2331 | Resin-based composite - two surfaces, anterior ... | \$75.00 |
| D2332 | Resin-based composite - three surfaces, anterior | \$85.00 |
| D2335 | Resin-based composite - four or more surfaces (anterior)..... | \$115.00 |
| D2390 | Resin-based composite crown, anterior..... | \$115.00 |
| D2391 | Resin-based composite - one surface, posterior | \$70.00 |
| D2392 | Resin-based composite - two surfaces, posterior | \$80.00 |
| D2393 | Resin-based composite - three surfaces, posterior | \$115.00 |
| D2394 | Resin-based composite - four or more surfaces, posterior | \$120.00 |
| D2510 | Inlay - metallic - one surface [†] | \$260.00 |
| D2520 | Inlay - metallic - two surfaces [†] | \$270.00 |
| D2530 | Inlay - metallic - three or more surfaces [†] | \$280.00 |
| D2542 | Onlay - metallic - two surfaces [†] | \$270.00 |
| D2543 | Onlay - metallic - three surfaces [†] | \$290.00 |
| D2544 | Onlay - metallic - four or more surfaces [†] | \$300.00 |

<u>CODE</u>	<u>DESCRIPTION</u>	<u>YOU PAY</u>
D2610	Inlay - porcelain/ceramic - one surface ^{2,4}	\$350.00
D2620	Inlay - porcelain/ceramic - two surfaces ^{2,4}	\$385.00
D2630	Inlay - porcelain/ceramic - three or more surfaces ^{2,4}	\$405.00
D2642	Onlay - porcelain/ceramic - two surfaces ^{2,4}	\$415.00
D2643	Onlay - porcelain/ceramic - three surfaces ^{2,4}	\$415.00
D2644	Onlay - porcelain/ceramic - four or more surfaces ^{2,4}	\$425.00
D2650	Inlay - resin-based composite - one surface ²	\$250.00
D2651	Inlay - resin-based composite - two surfaces ² ...	\$275.00
D2652	Inlay - resin-based composite - three or more surfaces ²	\$310.00
D2662	Onlay - resin-based composite - two surfaces ²	\$305.00
D2663	Onlay - resin-based composite - three surfaces ²	\$330.00
D2664	Onlay - resin-based composite - four or more surfaces ²	\$375.00
D2710	Crown - resin-based composite (indirect) ²	\$125.00
D2712	Crown - 3/4 resin-based composite (indirect) ²	\$125.00
D2720	Crown - resin with high noble metal ²	\$425.00
D2721	Crown - resin with predominantly base metal ²	\$325.00
D2722	Crown - resin with noble metal ²	\$425.00
D2740	Crown - porcelain/ceramic ^{2,4}	\$495.00
D2750	Crown - porcelain fused to high noble metal ^{2,3,4}	\$425.00
D2751	Crown - porcelain fused to predominantly base metal ^{2,3}	\$325.00
D2752	Crown - porcelain fused to noble metal ^{2,3}	\$425.00
D2753	Crown - porcelain fused to titanium and titanium alloys ^{2,3}	\$425.00
D2780	Crown - 3/4 cast high noble metal	\$425.00
D2781	Crown - 3/4 cast predominantly base metal	\$325.00
D2782	Crown - 3/4 cast noble metal	\$425.00
D2783	Crown - 3/4 porcelain/ceramic ^{2,4}	\$495.00
D2790	Crown - full cast high noble metal.....	\$425.00
D2791	Crown - full cast predominantly base metal.....	\$325.00
D2792	Crown - full cast noble metal	\$425.00
D2794	Crown - titanium and titanium alloys	\$495.00
D2910	Re-cement or re-bond inlay, onlay, veneer or partial coverage restoration.....	\$15.00

<u>CODE</u>	<u>DESCRIPTION</u>	<u>YOU PAY</u>
D2915	Re-cement or re-bond indirectly fabricated or prefabricated post and core.....	\$15.00
D2920	Re-cement or re-bond crown	\$15.00
D2921	Reattachment of tooth fragment, incisal edge or cusp - <i>anterior</i>	\$115.00
D2928	Prefabricated porcelain/ceramic crown - permanent tooth	\$55.00
D2929	Prefabricated porcelain/ceramic crown - primary tooth - <i>anterior</i>	\$95.00
D2930	Prefabricated stainless steel crown - primary tooth	\$55.00
D2931	Prefabricated stainless steel crown - permanent tooth.....	\$55.00
D2932	Prefabricated resin crown - <i>anterior primary tooth</i>	\$95.00
D2933	Prefabricated stainless steel crown with resin window <i>anterior primary tooth</i>	\$95.00
D2940	Protective restoration	\$10.00
D2941	Interim therapeutic restoration - primary dentition.....	\$10.00
D2949	Restorative foundation for an indirect restoration.....	\$85.00
D2950	Core buildup, including any pins when required ...	\$85.00
D2951	Pin retention - per tooth, in addition to restoration	\$30.00
D2952	Post and core in addition to crown, indirectly fabricated - <i>base metal post; includes canal preparation</i> ¹	\$85.00
D2953	Each additional indirectly fabricated post - same tooth - <i>includes canal preparation</i> ¹	\$50.00
D2954	Prefabricated post and core in addition to crown - <i>includes canal preparation</i>	\$75.00
D2955	Post removal.....	\$40.00
D2957	Each additional prefabricated post - same tooth - <i>includes canal preparation</i>	\$45.00
D2971	Additional procedures to customize a crown to fit under an existing partial denture framework....	\$65.00
D2976	Band stabilization - per tooth - <i>limited to 1 per tooth per lifetime</i>	\$50.00
D2980	Crown repair necessitated by restorative material failure.....	\$50.00
D2981	Inlay repair necessitated by restorative material failure.....	\$50.00

<u>CODE</u>	<u>DESCRIPTION</u>	<u>YOU PAY</u>
D2982	Onlay repair necessitated by restorative material failure.....	\$50.00
D2983	Veneer repair necessitated by restorative material failure.....	\$50.00
D2989	Excavation of a tooth resulting in the determination of non-restorability	No Cost
D2990	Resin infiltration of incipient smooth surface lesions - <i>limited to permanent molars through age 15</i>	\$22.00
D2991	Application of hydroxyapatite regeneration medicament - per tooth - limited to twice per tooth in a 12 month period.....	\$22.00

D3000-D3999 IV. ENDODONTICS - (When referable services are provided by a Contract Specialist, You pay 75% of that Dentist's submitted fees.) *

- *With the exception of pulp caps, pulpotomies, pulpal debridements, and pulpal therapies with resorbable fillings, all endodontic procedures listed below are Benefits for permanent teeth only.*

D3110	Pulp cap - direct (excluding final restoration).....	\$10.00
D3120	Pulp cap - indirect (excluding final restoration)....	\$10.00
D3220	Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament.....	\$45.00
D3221	Pulpal debridement, primary and permanent teeth.....	\$45.00
D3222	Partial pulpotomy for apexogenesis - permanent tooth with incomplete root development	\$45.00
D3230	Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration)	\$45.00
D3240	Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration)	\$45.00
D3310	<i>Root canal</i> - endodontic therapy - anterior tooth (excluding final restoration).....	\$240.00
D3320	<i>Root canal</i> - endodontic therapy - premolar tooth (excluding final restoration).....	\$350.00
D3330	<i>Root canal</i> - endodontic therapy - molar tooth (excluding final restoration)	\$400.00
D3331	Treatment of root canal obstruction; non-surgical access	\$240.00

<u>CODE</u>	<u>DESCRIPTION</u>	<u>YOU PAY</u>
D3332	Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth	\$240.00
D3346	Retreatment of previous root canal therapy - anterior	\$500.00
D3347	Retreatment of previous root canal therapy - premolar.....	\$600.00
D3348	Retreatment of previous root canal therapy - molar.....	\$725.00
D3410	Apicoectomy - anterior	\$470.00
D3421	Apicoectomy - premolar (first root)	\$535.00
D3425	Apicoectomy - molar (first root).....	\$580.00
D3426	Apicoectomy (each additional root)	\$115.00
D3430	Retrograde filling - per root.....	\$65.00
D3450	Root amputation - per root.....	\$315.00
D3471	Surgical repair of root resorption - anterior	\$470.00
D3472	Surgical repair of root resorption - premolar.....	\$470.00
D3473	Surgical repair of root resorption - molar.....	\$470.00
D3501	Surgical exposure of root surface without apicoectomy or repair of root resorption – anterior	\$470.00
D3502	Surgical exposure of root surface without apicoectomy or repair of root resorption – premolar.....	\$470.00
D3503	Surgical exposure of root surface without apicoectomy or repair of root resorption – molar.....	\$470.00
D3911	Intraorifice barrier	No Cost
D3920	Hemisection (including any root removal), not including root canal therapy	\$95.00
D3921	Decoronation of submergence of an erupted tooth.....	\$40.00

D4000-D4999 V. PERIODONTICS - (When referable services are provided by a Contract Specialist, You pay 75% of that Dentist's submitted fees.)*

- Includes postoperative evaluations and treatment under a local anesthetic.

D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bounded spaces per quadrant.....	\$260.00
D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant.....	\$150.00

<u>CODE</u>	<u>DESCRIPTION</u>	<u>YOU PAY</u>
D4212	Gingivectomy or gingivoplasty to allow access for restorative procedure, per tooth.....	No Cost
D4240	Gingival flap procedure, including root planing - four or more contiguous teeth or tooth bounded spaces per quadrant	\$350.00
D4241	Gingival flap procedure, including root planing - one to three contiguous teeth or tooth bounded spaces per quadrant.....	\$280.00
D4249	Clinical crown lengthening - hard tissue	\$280.00
D4260	Osseous surgery (including elevation of a full thickness flap and closure) - four or more contiguous teeth or tooth bounded spaces per quadrant.....	\$650.00
D4261	Osseous surgery (including elevation of a full thickness flap and closure) - one to three contiguous teeth or tooth bounded spaces per quadrant.....	\$520.00
D4270	Pedicle soft tissue graft procedure	\$290.00
D4274	Mesial/distal wedge procedure, single tooth (when not performed in conjunction with surgical procedures in the same anatomical area).....	\$95.00
D4277	Free soft tissue graft procedure (including recipient and donor surgical sites) first tooth, implant, or edentulous tooth position in graft....	\$300.00
D4278	Free soft tissue graft procedure (including recipient and donor surgical sites) each additional contiguous tooth, implant, or edentulous tooth position in same graft site	\$300.00
D4341	Periodontal scaling and root planing - four or more teeth per quadrant - <i>limited to once per quadrant during any 24 consecutive months</i>	\$80.00
D4342	Periodontal scaling and root planing - one to three teeth per quadrant - <i>limited to once per quadrant during any 24 consecutive months</i>	\$64.00
D4346	Scaling in presence of generalized moderate or severe gingival inflammation - full mouth, after oral evaluation - <i>1 D1110, D1120 or D4346 per 6 month period</i>	\$20.00
D4355	Full mouth debridement to enable a comprehensive periodontal evaluation and diagnosis on subsequent visit - <i>limited to 1 treatment per lifetime</i>	\$80.00

<u>CODE</u>	<u>DESCRIPTION</u>	<u>YOU PAY</u>
D4910	Periodontal maintenance - <i>limited to 2 treatments each 12 month period</i>	\$65.00
D4921	Gingival irrigation with a medicinal agent - per quadrant.....	No Cost

D5000-D5899 VI. PROSTHODONTICS (removable)

- *For all listed dentures and partial dentures, Copayment includes after delivery adjustments and tissue conditioning, if needed, for the first six months after placement. For all listed immediate dentures and immediate removable partial dentures, Copayment includes after delivery adjustments and tissue conditioning, if needed, for the first three months after placement. You must continue to be eligible, and the service must be provided at the Contract Dentist's facility where the denture was originally delivered.*
- *Relines and tissue conditioning are limited to 1 per denture during any 6 consecutive months.*
- *Rebases are limited to 1 per denture in a 24-month period.*
- *Replacement of a denture or a partial denture requires the existing denture to be 5+ years old.*

D5110	Complete denture - maxillary	\$495.00
D5120	Complete denture - mandibular	\$495.00
D5130	Immediate denture - maxillary	\$550.00
D5140	Immediate denture - mandibular	\$550.00
D5211	Maxillary partial denture - resin base (including retentive/clasping materials, rests, and teeth)	\$400.00
D5212	Mandibular partial denture - resin base (including retentive/clasping materials, rests, and teeth)	\$400.00
D5213	Maxillary partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests, and teeth)....	\$565.00
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests, and teeth)....	\$565.00
D5221	Immediate maxillary partial denture - resin base (including retentive/clasping materials, rests, and teeth).....	\$400.00
D5222	Immediate mandibular partial denture - resin base (including retentive/clasping materials, rests, and teeth).....	\$400.00

<u>CODE</u>	<u>DESCRIPTION</u>	<u>YOU PAY</u>
D5223	Immediate maxillary partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests, and teeth).....	\$565.00
D5224	Immediate mandibular partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests, and teeth)....	\$565.00
D5225	Maxillary partial denture - flexible base (including retentive/clasping materials, rests, and teeth).....	\$700.00
D5226	Mandibular partial denture - flexible base (including retentive/clasping materials, rests, and teeth).....	\$700.00
D5227	Immediate maxillary partial denture -flexible base (including retentive/clasping materials, rests, and teeth).....	\$400.00
D5228	Immediate mandibular partial denture - flexible base (including retentive/clasping materials, rests, and teeth).....	\$400.00
D5410	Adjust complete denture - maxillary	\$24.00
D5411	Adjust complete denture - mandibular	\$24.00
D5421	Adjust partial denture - maxillary	\$24.00
D5422	Adjust partial denture - mandibular	\$24.00
D5511	Repair broken complete denture base, mandibular	\$55.00
D5512	Repair broken complete denture base, maxillary	\$55.00
D5520	Replace missing or broken teeth - complete denture (each tooth).....	\$40.00
D5611	Repair resin partial denture base, mandibular.....	\$60.00
D5612	Repair resin partial denture base, maxillary.....	\$60.00
D5621	Repair cast partial framework, mandibular.....	\$60.00
D5622	Repair cast partial framework, maxillary.....	\$60.00
D5630	Repair or replace broken retentive/clasping materials - per tooth.....	\$75.00
D5640	Replace broken teeth - per tooth.....	\$45.00
D5650	Add tooth to existing partial denture	\$60.00
D5660	Add clasp to existing partial denture - per tooth.....	\$75.00
D5710	Rebase complete maxillary denture	\$180.00
D5711	Rebase complete mandibular denture	\$180.00
D5720	Rebase maxillary partial denture	\$180.00
D5721	Rebase mandibular partial denture	\$180.00

<u>CODE</u>	<u>DESCRIPTION</u>	<u>YOU PAY</u>
D5725	Rebase hybrid prosthesis	\$180.00
D5730	Reline complete maxillary denture (chairside)	\$75.00
D5731	Reline complete mandibular denture (chairside)	\$75.00
D5740	Reline maxillary partial denture (chairside)	\$75.00
D5741	Reline mandibular partial denture (chairside)	\$75.00
D5750	Reline complete maxillary denture (laboratory)	\$150.00
D5751	Reline complete mandibular denture (laboratory)	\$150.00
D5760	Reline maxillary partial denture (laboratory)	\$150.00
D5761	Reline mandibular partial denture (laboratory) ...	\$150.00
D5765	Soft line for complete or partial removable denture - indirect	\$150.00
D5820	Interim partial denture (including retentive/clasping materials, rests, and teeth), maxillary - <i>limited to 1 in any 12 consecutive months</i>	\$175.00
D5821	Interim partial denture (including retentive/clasping materials, rests, and teeth), mandibular - <i>limited to 1 in any 12 consecutive months</i>	\$175.00
D5850	Tissue conditioning, maxillary	\$40.00
D5851	Tissue conditioning, mandibular	\$40.00

D5900-D5999 VII. MAXILLOFACIAL PROSTHETICS - Not Covered

D6000-D6199 VIII. IMPLANT SERVICES - Not Covered

D6200-D6999 IX. PROSTHODONTICS, fixed

- *Each retainer and each pontic constitutes a unit in a fixed partial denture (bridge)*
 - *Replacement of a crown, pontic, inlay, onlay or stress breaker requires the existing bridge to be 5+ years old.*
- | | | |
|-------|--|----------|
| D6210 | Pontic - cast high noble metal | \$425.00 |
| D6211 | Pontic - cast predominantly base metal | \$325.00 |
| D6212 | Pontic - cast noble metal | \$425.00 |
| D6240 | Pontic - porcelain fused to high
noble metal ^{2, 4} | \$425.00 |
| D6241 | Pontic - porcelain fused to predominantly
base metal ² | \$325.00 |
| D6242 | Pontic - porcelain fused to noble metal ² | \$425.00 |
| D6243 | Pontic - porcelain fused to titanium and
titanium alloys ² | \$425.00 |

<u>CODE</u>	<u>DESCRIPTION</u>	<u>YOU PAY</u>
D6245	Pontic - porcelain/ceramic ^{2, 4}	\$495.00
D6250	Pontic - resin with high noble metal ²	\$425.00
D6251	Pontic - resin with predominantly base metal ² ..	\$325.00
D6252	Pontic - resin with noble metal ²	\$425.00
D6600	Retainer inlay - porcelain/ceramic, two surfaces ^{2, 4}	\$385.00
D6601	Retainer inlay - porcelain/ceramic, three or more surfaces ^{2, 4}	\$405.00
D6602	Retainer inlay - cast high noble metal, two surfaces	\$370.00
D6603	Retainer inlay - cast high noble metal, three or more surfaces	\$380.00
D6604	Retainer inlay - cast predominantly base metal, two surfaces	\$270.00
D6605	Retainer inlay - cast predominantly base metal, three or more surfaces	\$280.00
D6606	Retainer inlay - cast noble metal, two surfaces	\$370.00
D6607	Retainer inlay - cast noble metal, three or more surfaces	\$380.00
D6608	Retainer onlay - porcelain/ceramic, two surfaces ^{2, 4}	\$395.00
D6609	Retainer onlay - porcelain/ceramic, three or more surfaces ^{2, 4}	\$415.00
D6610	Retainer onlay - cast high noble metal, two surfaces	\$370.00
D6611	Retainer onlay - cast high noble metal, three or more surfaces	\$390.00
D6612	Retainer onlay - cast predominantly base metal, two surfaces	\$270.00
D6613	Retainer onlay - cast predominantly base metal, three or more surfaces	\$290.00
D6614	Retainer onlay - cast noble metal, two surfaces	\$370.00
D6615	Retainer onlay - cast noble metal, three or more surfaces	\$390.00
D6720	Retainer crown - resin with high noble metal ²	\$425.00
D6721	Retainer crown - resin with predominantly base metal ²	\$325.00
D6722	Retainer crown - resin with noble metal ²	\$425.00
D6740	Retainer crown - porcelain/ceramic ^{2, 4}	\$495.00

<u>CODE</u>	<u>DESCRIPTION</u>	<u>YOU PAY</u>
D6750	Retainer crown - porcelain fused to high noble metal ^{2, 3, 4}	\$425.00
D6751	Retainer crown - porcelain fused to predominantly base metal ^{2, 3}	\$325.00
D6752	Retainer crown - porcelain fused to noble metal ^{2, 3}	\$425.00
D6753	Retainer crown - porcelain fused to titanium and titanium alloys ^{2, 3}	\$425.00
D6780	Retainer crown - 3/4 cast high noble metal	\$425.00
D6781	Retainer crown - 3/4 cast predominantly base metal	\$325.00
D6782	Retainer crown - 3/4 cast noble metal	\$425.00
D6783	Retainer crown - 3/4 porcelain/ceramic ^{2, 4}	\$495.00
D6784	Retainer crown - 3/4 titanium and titanium alloys	\$425.00
D6790	Retainer crown - full cast high noble metal	\$425.00
D6791	Retainer crown - full cast predominantly base metal	\$325.00
D6792	Retainer crown - full cast noble metal	\$425.00
D6930	Re-cement or re-bond fixed partial denture	\$30.00
D6940	Stress breaker	\$50.00
D6980	Fixed partial denture repair necessitated by restorative material failure	\$75.00

D7000-D7999 X. ORAL AND MAXILLOFACIAL SURGERY - (When referable services are provided by a Contract Specialist, You pay 75% of that Dentist's submitted fees.)*

- Includes preoperative and postoperative evaluations and treatment under a local anesthetic.

D7111	Extraction, coronal remnants - primary tooth	\$30.00
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	\$40.00
D7210	Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	\$70.00
D7220	Removal of impacted tooth - soft tissue	\$100.00
D7230	Removal of impacted tooth - partially bony	\$190.00
D7240	Removal of impacted tooth - completely bony ...	\$210.00
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications	\$230.00
D7250	Removal of residual tooth roots (cutting procedure)	\$75.00

<u>CODE</u>	<u>DESCRIPTION</u>	<u>YOU PAY</u>
D7251	Coronectomy - intentional partial tooth removal, impacted teeth only	\$230.00
D7284	Excisional biopsy of minor salivary glands - <i>does not include pathology laboratory procedures</i>	\$100.00
D7286	Incisional biopsy of oral tissue - soft - <i>does not include pathology laboratory procedures</i>	\$100.00
D7310	Alveoloplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant.....	\$150.00
D7311	Alveoloplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant.....	\$150.00
D7320	Alveoloplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	\$200.00
D7321	Alveoloplasty not in conjunction with extractions - one to three teeth or tooth spaces per quadrant	\$200.00
D7471	Removal of lateral exostosis (maxilla or mandible)	\$150.00
D7472	Removal of torus palatinus	\$150.00
D7473	Removal of torus mandibularis.....	\$150.00
D7510	Incision and drainage of abscess - intraoral soft tissue.....	\$35.00
D7511	Incision and drainage of abscess - intraoral soft tissue - complicated (includes drainage of multiple fascial spaces)	\$55.00
D7922	Placement of intra-socket biological dressing to aid in hemostasis or clot stabilization, per site.....	No Cost
D7961	Buccal/labial frenectomy (frenulectomy)	\$160.00
D7962	Lingual frenectomy (frenulectomy).....	\$160.00

D8000-D8999 XI. ORTHODONTICS

- ** *If a Copayment dollar amount is not listed, You pay 75% of the Contract Orthodontist's submitted fees.*
- *You must continue to be eligible during active treatment. Orthodontic treatment covers up to 24 months of active treatment, excluding the services listed for D8999 (start-up fee) and D8680 (orthodontic retention). Beyond 24 months, an additional monthly fee, not to exceed 75% of the Contract Orthodontist's submitted fees per month applies.*
- *Orthodontic retention includes adjustments and/or office visits up to 24 months.*

<u>CODE</u>	<u>DESCRIPTION</u>	<u>YOU PAY</u>
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- *You are responsible for any incurred orthodontic diagnostic record fees.*

D8010	Limited orthodontic treatment of the primary dentition.....	**
D8020	Limited orthodontic treatment of the transitional dentition - <i>child or adolescent to age 19</i>	**
D8030	Limited orthodontic treatment of the adolescent dentition - <i>adolescent to age 19</i>	**
D8040	Limited orthodontic treatment of the adult dentition - <i>adults, including covered dependent adult children</i>	**
D8070	Comprehensive orthodontic treatment of the transitional dentition - <i>child or adolescent to age 19</i>	**
D8080	Comprehensive orthodontic treatment of the adolescent dentition - <i>adolescent to age 19</i>	**
D8090	Comprehensive orthodontic treatment of the adult dentition - <i>adults, including covered dependent adult children</i>	**
D8660	Pre-orthodontic treatment examination to monitor growth and development ⁵ - <i>1 per 6 month period when performed by the same Contract Dentist or office</i>	No Cost
D8670	Periodic orthodontic treatment visit.....	No Cost
D8680	Orthodontic retention (removal of appliances, construction and placement of <i>removable</i> retainers)....	**
D8681	Removable orthodontic retainer adjustment.....	No Cost
D8999	Unspecified orthodontic procedure, by report - <i>includes START-UP FEES (including initial examination, diagnosis, consultation and initial banding)</i>	\$200.00

D9000-D9999 XII. ADJUNCTIVE GENERAL SERVICES -
(When referable services are provided by a Contract Specialist, You pay 75% of that Dentist's submitted fees.) *

D9110	Palliative treatment of dental pain - per visit	\$35.00
D9210	Local anesthesia not in conjunction with operative or surgical procedures	No Cost
D9211	Regional block anesthesia.....	No Cost
D9212	Trigeminal division block anesthesia	No Cost
D9215	Local anesthesia in conjunction with operative or surgical procedures	No Cost
D9219	Evaluation for moderate sedation, deep sedation or general anesthesia	No Cost

<u>CODE</u>	<u>DESCRIPTION</u>	<u>YOU PAY</u>
D9310	Consultation - diagnostic service provided by Dentist or physician other than requesting Dentist or physician.....	\$70.00
D9311	Consultation with medical health care professional.....	No Cost
D9430	Office visit for observation (during regularly scheduled hours) - no other services performed....	\$5.00
D9440	Office visit - after regularly scheduled hours.....	\$40.00
D9450	Case presentation, subsequent to detailed and extensive treatment planning	No Cost
D9912	Pre-visit patient screening	No Cost
D9932	Cleaning and inspection of removable complete denture, maxillary.....	No Cost
D9933	Cleaning and inspection of removable complete denture, mandibular	No Cost
D9934	Cleaning and inspection of removable partial denture, maxillary	No Cost
D9935	Cleaning and inspection of removable partial denture, mandibular	No Cost
D9941	Fabrication of athletic mouthguard.....	\$110.00
D9951	Occlusal adjustment, limited	\$40.00
D9952	Occlusal adjustment, complete.....	\$90.00
D9975	External bleaching for home application, per arch; includes materials and fabrication of custom trays - <i>limited to one bleaching tray and gel for two weeks of self-treatment</i>	\$125.00
D9986	Missed appointment - <i>without 24 hour notice</i>	\$50.00
D9987	Canceled appointment - <i>without 24 hour notice</i> ..	\$50.00
D9990	Certified translation or sign-language services - per visit	No Cost
D9991	Dental case management - addressing appointment compliance barriers.....	No Cost
D9992	Dental case management - care coordination.....	No Cost
D9995	Teledentistry - synchronous; real-time encounter.....	No Cost
D9996	Teledentistry - asynchronous; information stored and forwarded to Dentist for subsequent review	No Cost
D9997	Dental case management - patients with special health care needs	No Cost

Optional or upgraded procedure(s) are defined as any alternative procedure(s) presented by the Contract Dentist and formally agreed upon by financial consent that satisfies the same dental need as a covered procedure. You may elect an optional or upgraded procedure, subject to the limitations and exclusions of the plan. The applicable charge to You is the difference between the Contract Dentist's regularly charged fee (or contracted fee, when applicable) for the Optional or upgraded procedure and the covered procedure, plus any applicable Copayment for the covered procedure.

Teledentistry Services - Teledentistry services are dental services delivered by a Dentist acting within the scope of the Dentist's license, or by a health professional acting under the Dentist's delegation and supervision and within the scope of the health professional's license or certification. Teledentistry services use telecommunications and information technology to deliver the services to You in one physical location while the Dentist or health professional is located in a different physical location. We cover Teledentistry services the same as services provided in an in-office visit. Teledentistry services provided by a Dentist other than Your Contract Dentist are considered Out-of-Network and may result in an out-of-pocket cost to You.

FOOTNOTES

- * *If services for a listed procedure are performed by the assigned Contract Dentist, You pay the specified Copayment. Listed, referable procedures that are not available in the contract facility or that require a Dentist to provide Specialized Services may be provided by a contracted oral surgeon, endodontist, periodontist or pediatric Dentist at 75% of the Contract Specialist's submitted fees. Specialized Services are only available upon referral by the assigned Contract Dentist or authorized by Us.*
- ¹ *Base metal is the Benefit. If an inlay, onlay or indirectly fabricated post and core is made of high noble metal or noble metal, an additional fee up to \$100.00 per tooth will be charged for the upgrade.*
- ² *Porcelain/ceramic crown, pontic and fixed bridge retainer on molars are considered a material upgrade with a maximum additional charge to You of \$150.00 per unit.*

CODE **DESCRIPTION**

YOU PAY

- ³ *For a covered porcelain-fused-to-metal crown, a porcelain margin is considered a material upgrade with a maximum additional charge to You of \$75.00 per unit.*
- ⁴ *Name brand, laboratory processed or in-office processed crowns/pontics produced through specialized technique or materials are material upgrades. The Contract Dentist may charge an additional fee not to exceed \$325.00 in addition to the listed Copayment. Refer to Schedule B for Limitations and Exclusions for additional information.*
- ⁵ *In the event orthodontic treatment is not required or is declined by You, a fee of \$85.00 will apply. You are also responsible for any incurred orthodontic diagnostic record fees.*

SCHEDULE B

Limitations and Exclusions of Benefits

Alpha Dental Programs, Inc. Individual & Family DeltaCare[®] USA Basic Plan TX A70

Limitations of Benefits

1. The frequency of certain Benefits is limited. All frequency limitations are listed in *Schedule A, Description of Benefits and Copayments*.
2. Fillings (amalgams and composites) are Benefits for the removal of decay, for minor repairs of tooth structure or to replace a lost or failing restoration.
3. The placement of a crown, inlay or onlay is a Benefit when there is insufficient tooth structure to support a filling.
4. Name brand, laboratory processed or in-office processed crowns/pontics produced through specialized technique or materials are material upgrades. Contract Dentists may offer services that utilize brand or trade names at an additional fee. You must be offered the Plan Benefits of a high quality laboratory processed crown/pontic that may include: porcelain/ceramic; porcelain with base, noble or high-noble metal. If You choose the alternative of a material upgrade (name brand laboratory processed or in-office processed crowns/pontics produced through specialized technique or materials, including but not limited to: Captek, Procera, Lava, Empress and Cerec) the Contract Dentist may charge an additional fee not to exceed \$325.00 in addition to the listed Copayment. Contact the Customer Service Center at 888-282-9501 if You have questions regarding the additional fee or name brand services.
5. The replacement of an existing inlay, onlay, crown, fixed partial denture (bridge) or a removable full or partial denture is covered when:

- a. The existing restoration/bridge/denture is no longer functional and cannot be made functional by repair or adjustment, and
 - b. Either of the following:
 - The existing non-functional restoration/bridge/denture was placed five or more years prior to its replacement, or
 - If an existing partial denture is less than five years old, but must be replaced by a new partial denture due to the loss of a natural tooth, which cannot be replaced by adding another tooth to the existing partial denture.
6. Coverage for the placement of a fixed partial denture (bridge) requires that:
- a. No cantilevered posterior pontic (prosthetic tooth) be included; and
 - The tooth/teeth to be replaced in the arch is a permanent tooth, which cannot be replaced by adding another tooth to an existing removable partial denture; or
 - The new bridge would replace an existing, non-functional bridge; or
 - Each abutment tooth to be crowned meets Limitation #3.
 - When a posterior fixed bridge and a removable partial denture are placed in the same arch in the same treatment episode, only the partial denture will be a Benefit.
7. Benefits for retained primary teeth are limited to services applicable to a primary tooth.
8. Excision of the frenum is a Benefit only when it causes limited mobility of the tongue, a large diastema between teeth or it interferes with a prosthetic appliance.
9. Benefits provided by a Contracted pediatric Dentist are available at 75 percent of the Contract Specialist's submitted fees. Referral by the assigned Contract Dentist is required before services are received.

10. Three recementations or replacements of a bracket/band on the same tooth or a total of five rebracketings/rebandings on different teeth during the covered course of treatment are Benefits. If any additional recementations or replacements of brackets/bands are performed, You are responsible for the cost at the Contract Orthodontist's submitted fee.
11. Comprehensive orthodontic treatment (Phase II) consists of repositioning all or nearly all of the permanent teeth in an effort to make Your occlusion as ideal as possible. This treatment usually requires complete fixed appliances; however, when the Contract Orthodontist deems it suitable, a European or removable appliance therapy may be substituted at the same Copayment amounts as for fixed appliances.
12. The Copayment is payable to the Contract Orthodontist who initiates banding in a course of orthodontic treatment. If, after banding has been initiated, You change to another Contract Orthodontist to continue orthodontic treatment, You:
 - a. will not be entitled to a refund of any amounts previously paid, and
 - b. will be responsible for all payments, up to and including the full Copayment, that are required by the new Contract Orthodontist for completion of the orthodontic treatment.
13. If Your coverage is cancelled or terminated for any reason while You are receiving orthodontic treatment, the cost will be based on the Contract Orthodontist's submitted fee for the treatment plan. The Contract Orthodontist will prorate the amount for the number of months remaining to complete treatment. You make payment directly to the Contract Orthodontist as arranged.

Exception to extend covered orthodontics Benefits to a cancelled or terminated Contract is as follows:

- a. For 60 days after the date coverage terminates if the Contract Orthodontist has agreed to or is receiving monthly payments; or

- b. Until the later of 60 days after the date coverage terminates or the end of the quarter in progress, if the Contract Orthodontist has agreed to accept or is receiving payments on a quarterly basis.
14. Fabrication of athletic mouthguard is limited to once every 24 months for patients 18 and younger.
15. Teledentistry services provided by a Dentist other than Your Contract Dentist are considered Out-of-Network and may result in an out-of-pocket cost to You.
16. Coverage and treatment under this Plan are conditioned on patients following the treatment plan recommended by their Contract Orthodontist. Failure to follow the instructions of the Orthodontist can compromise the health of teeth and/or gums, which may necessitate discontinuation of treatment. Patients who are required to restart their orthodontic treatment because of non-compliance with the treatment plan will be subject again to all applicable Copayments.
17. X-ray Limitations:
 - When the frequencies for the comprehensive radiographic images (D0210) and panoramic radiographic images (D0330) differ, the least restrictive frequency will apply.
 - Panoramic images are not considered part of a comprehensive intraoral series.
 - Bitewing x-rays of any type are included in the fee of a comprehensive series when taken within 6 months of the comprehensive images.
 - Bitewing x-rays are limited to two images for under age 10.
 - Image capture procedures are not separately billable services.

Exclusions of Benefits

1. Any procedure that is not specifically listed under *Schedule A, Description of Benefits and Copayments*.

2. All related fees for admission, use, or stays in a hospital, out-patient surgery center, extended care facility, or other similar care facility.
3. Lost or stolen appliances including, but not limited to, full or partial dentures, space maintainers, crowns, fixed partial dentures (bridges) and orthodontic appliances.
4. Dental expenses incurred in connection with any dental procedures started after termination of eligibility for coverage.
5. Prescription and over-the-counter drugs.
6. Any procedure that has poor prognosis for a successful result and reasonable longevity based on the condition of the tooth or teeth and/or surrounding structures, or is inconsistent with generally accepted standards for dentistry.
7. Dental services received from any dental facility other than the assigned Contract Dentist, including the services of an Out-of-Network Dentist who provides Specialist Services, unless expressly authorized by Us, or as cited under *Emergency Services* as described in the Contract.
8. Consultations or other diagnostic services for non-covered Benefits.
9. Duplication of x-rays.
10. Implant supported dental appliances and attachments, implant placement, maintenance, removal and all other services associated with a dental implant.
11. Porcelain crowns, porcelain fused to metal or resin with metal type crowns and fixed partial dentures (bridges) for children under 16 years of age.
12. Services solely for cosmetic purposes, with the exception of procedure D9975 (external bleaching for home application, per arch), 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, except for the treatment of

newborn children with congenital defects or birth abnormalities.

13. Procedures, appliances or restorations if the purpose is to change vertical dimension, replace or stabilize tooth structure loss by attrition, realignment of teeth, periodontal splinting, gnathologic recordings, or to diagnose or treat abnormal conditions of the temporomandibular joint (TMJ), with the exception of procedures D9951 and D9952 as shown on *Schedule A, Description of Benefits and Copayments*.
14. An initial treatment plan which involves the removal and reestablishment of the occlusal contacts of 10 or more teeth with crowns, pontics, inlays, onlays, fixed partial dentures (bridges), or any combination of these is considered to be full mouth reconstruction under the DeltaCare USA plan. Crowns, pontics, inlays, onlays and fixed partial dentures associated with such a treatment plan are not covered Benefits. This exclusion does not affect any other Benefits.
15. Precious metal for removable appliances, metallic or permanent soft bases for complete dentures, porcelain denture teeth, precision abutments for removable partials or fixed partial dentures (overlays, implants, and appliances associated therewith) and personalization and characterization of complete and partial dentures.
16. Extraction of teeth, when teeth are asymptomatic/non-pathologic (no signs or symptoms of pathology or infection), including, but not limited to, the removal of third molars and orthodontic extractions.
17. Treatment or extraction of primary teeth when exfoliation (normal shedding and loss) is imminent.
18. Treatment or appliances that are provided by a Dentist whose practice specializes in prosthodontic services.
19. Accidental injury. Accidental injury is defined as damage to the hard and soft tissue of the oral cavity resulting from forces external to the mouth. Damages to the hard and soft tissues of the oral cavity from normal masticatory (chewing) function will be covered at the normal schedule of Benefits.

20. Myofunctional and parafunctional appliances and/or therapies.
21. Pre-, mid- and post-treatment records for orthodontia including cephalometric x-rays, tracings, photographs and study models.
22. Changes in orthodontic treatment necessitated by accident of any kind.
23. Any part of a preventive or soft tissue management program which is not a listed covered service on *Schedule A, Description of Benefits and Copayment*.
24. Orthodontic treatment must be provided by a licensed Dentist.
25. Services or supplies for sleep apnea.



deltadentalins.com

HIPAA Notice of Privacy Practices

CONFIDENTIALITY OF YOUR HEALTH INFORMATION

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

Our privacy practices reflect applicable federal law as well as state law. The privacy laws of a particular state or other federal laws might impose a stricter privacy standard. If these stricter laws apply and are not superseded by federal preemption rules under the Employee Retirement Income Security Act of 1974, the Plans will comply with the stricter law.

We are required by law to maintain the privacy and security of your Protected Health Information (PHI). Protected Health Information (PHI) is information that is maintained or transmitted by Delta Dental, which may identify you and that relates to your past, present, or future physical or mental health condition and related health care services.

Some examples of PHI include your name, address, telephone and/or fax number, electronic mail address, social security number or other identification number, date of birth, date of treatment, treatment records, x-rays, enrollment and claims records. We receive, use and disclose your PHI to administer your benefit plan as permitted or required by law.

We must follow the federal and state privacy requirements described that apply to our administration of your benefits and provide you with a copy of this notice. We reserve the right to change our privacy practices when needed and we promptly post the updated notice within 60 days on our website.

PERMITTED USES AND DISCLOSURES OF YOUR PHI

Uses and disclosures of your PHI for treatment, payment or health care operations

Your explicit authorization is not required to disclose information for purposes of health care treatment, payment of claims, billing of premiums, and other health care operations. Examples of this include processing your claims, collecting enrollment information and premiums, reviewing the quality of health care you receive, providing customer service, resolving your grievances, and sharing payment information with other insurers, determine your eligibility for services, billing you or your plan sponsor.

If your benefit plan is sponsored by your employer or another party, we may provide PHI to your employer or plan sponsor to administer your benefits. As permitted by law, we may disclose PHI to third-party affiliates that perform services on our behalf to administer your benefits. Any third-party affiliates performing services on our behalf has signed a contract agreeing to protect the confidentiality of your PHI and has implemented privacy policies and procedures that comply with applicable federal and state law.

Permitted uses and disclosures without an authorization

We are permitted to disclose your PHI upon your request, or to your authorized personal representative (with certain exceptions), when required by the U. S. Secretary of Health and Human

Services to investigate or determine our compliance with the law, and when otherwise required by law. We may disclose your PHI without your prior authorization in response to the following:

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

Some other examples include: to notify or assist in notifying a family member, another person, or a personal representative of your condition; to assist in disaster relief efforts; to report victims of abuse, neglect or domestic violence to appropriate authorities; for organ donation purposes; to avert a serious threat to health or safety; for specialized government functions such as military and veterans activities; for workers' compensation purposes; and, with certain restrictions, we are permitted to use and/or disclose your PHI for underwriting, provided it does not contain genetic information. Information can also be de-identified or summarized so it cannot be traced to you and, in selected instances, for research purposes with the proper oversight.

Disclosures made with your authorization

We will not use or disclose your PHI without your prior written authorization unless permitted by law. If you grant an authorization, you can later revoke that authorization, in writing, to stop the future use and disclosure.

YOUR RIGHTS REGARDING PHI

You have the right to request an inspection of and obtain a copy of your PHI.

You may access your PHI by providing a written request. Your request must include (1) your name, address, telephone number and identification number, and (2) the PHI you are requesting. We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a fee for the costs of copying, mailing, or other supplies associated with your request. We will only maintain PHI that we obtain or utilize in providing your health care benefits. We may not maintain some PHI, such as treatment records or x-rays after we have completed our review of that information. You may need to contact your health care provider to obtain PHI that we do not possess.

You may not inspect or copy PHI compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, or PHI that is otherwise not subject to disclosure under federal or state law. In some circumstances, you may have a right to have this decision reviewed.

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

You have the right to ask that we limit how we use and disclose your PHI; however, you may not restrict our legal or permitted uses and disclosures of PHI. While we will consider your request, we are not legally required to accept those requests that we cannot reasonably implement or comply with during an emergency.

You have the right to correct or update your PHI.

You may request to make an amendment of PHI we maintain about you. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal within 60 days. If your PHI was sent to us by another, we may refer you to that person to amend your PHI. For example, we may refer you to your provider to amend your treatment chart or to your employer, if applicable, to amend your enrollment information.

You have rights related to the use and disclosure of your PHI for marketing.

We will obtain your authorization for the use or disclosure of PHI for marketing when required by law. You have the right to withdraw your authorization at any time. We do not use your PHI for fundraising purposes.

You have the right to request or receive confidential communications from us by alternative means or at a different address.

You have the right to request that we communicate with you in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

You have the right to receive an accounting of certain disclosures we have made, if any, of your PHI.

You have a right to an accounting of disclosures with some restrictions. This right does not apply to disclosures for purposes

of treatment, payment, or health care operations or for information we disclosed after we received a valid authorization from you. Additionally, we do not need to account for disclosures made to you, to family members or friends involved in your care, or for notification purposes. We do not need to account for disclosures made for national security reasons, certain law enforcement purposes or disclosures made as part of a limited data set. We'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another accounting within 12 months.

You have the right to a paper copy of this notice.

A copy of this notice is posted on our website. You may also request that a copy be sent to you.

You have the right to be notified following a breach of unsecured protected health information.

We will notify you in writing, at the address on file, if we discover we compromised the privacy of your PHI.

You have the right to choose someone to act for you.

If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure the person has this authority and can act for you before we take any action.

COMPLAINTS

You may file a complaint with us and/or with the U.S. Secretary of Health and Human Services if you believe we have violated your privacy rights. We will not retaliate against you for filing a complaint.

CONTACTS

You may contact us by calling 866-530-9675, or you may write to the address listed below for further information about the complaint process or any of the information contained in this notice.

Delta Dental
PO Box 997330
Sacramento, CA 95899-7330

This notice is effective on and after March 1, 2019.

Our Delta Dental PPO plans are underwritten by these companies in these states: California — CA, Delta Dental of the District of Columbia — DC, Delta Dental of Pennsylvania — PA & MD, Delta Dental of West Virginia, Inc. — WV, Delta Dental of Delaware, Inc. — DE, Delta Dental of New York, Inc. — NY, Delta Dental Insurance Company — AL, DC, FL, GA, LA, MS, MT, NV, TX and UT. DeltaCare USA is underwritten in these states by these companies: AL — Alpha Dental of Alabama, Inc.; AZ — Alpha Dental of Arizona, Inc.; CA — Delta Dental of California; AR, CO, IA, MA, ME, MI, MN, NC, ND, NE, NH, OK, OR, RI, SC, SD, VA, VT, WA, WI, WY — Dentegra Insurance Company; AK, CT, DC, DE, FL, GA, KS, LA, MS, MT, TN, WV — Delta Dental Insurance Company; HI, ID, IL, IN, KY, MD, MO, NJ, OH, TX — Alpha Dental Programs, Inc.; NV — Alpha Dental of Nevada, Inc.; UT — Alpha Dental of Utah, Inc.; NM — Alpha Dental of New Mexico, Inc.; NY — Delta Dental of New York, Inc.; PA — Delta Dental of Pennsylvania. Delta Dental Insurance Company acts as the DeltaCare USA administrator in all these states. These companies are financially responsible for their own products. DeltaVision is underwritten by these companies in these states: Delta Dental of California — CA; Delta Dental Insurance Company — AL, DE, DC, FL, GA, LA, MD, MT, NV, NY, PA, TX, UT and WV. DeltaVision is administered by Vision Service Plan (VSP).

Can you read this document? If not, we can have somebody help you read it. You may also be able to get this document written in your language. For free help, please call 1-866-530-9675 (TTY: 711).

¿Puede leer este documento? Si no, podemos encontrar a alguien que lo ayude a leerlo. También puede obtener este documento escrito en su idioma. Para obtener ayuda gratuita, llame al 1-866-530-9675 (servicio de retransmisión TTY deben llamar al 711). (Spanish)

您能自行閱讀本文件嗎？如果不能，我們可請人幫助您閱讀。您還可以請人以您的語言撰寫本文件。如需免費幫助，請致電 1-866-530-9675 (TTY: 711)。(Chinese)

Bạn có đọc được tài liệu này không? Nếu không, chúng tôi sẽ cử một ai đó giúp bạn đọc. Bạn cũng có thể nhận được tài liệu này viết bằng ngôn ngữ của bạn. Để nhận được trợ giúp miễn phí, vui lòng gọi 1-866-530-9675 (TTY: 711). (Vietnamese)

이 문서를 읽으실 수 있습니까? 읽으실 수 없으면 다른 사람이 대신 읽어드릴 수 있습니다. 한국어로 번역된 문서를 받으실 수도 있습니다. 무료로 도움을 받기를 원하시면 1-866-530-9675 (TTY: 711)번으로 연락하십시오. (Korean)

Nababasa mo ba ang dokumentong ito? Kung hindi, may tao kaming makakatulong sa iyong basahin ito. Maaari mo ring makuha ang dokumentong ito nang nakasulat sa iyong wika. Para sa libreng tulong, pakitawagan ang 1-866-530-9675 (TTY: 711). (Tagalog)

Вы можете прочитать этот документ? Если нет, мы можем предоставить вам кого-нибудь, кто поможет вам прочитать его. Вы также можете получить этот документ на своем языке. Для получения бесплатной помощи, просьба звонить по номеру 1-866-530-9675 (телетайп: 711). (Russian)

هل تستطيع قراءة هذا المستند؟ إذا كنت لا تستطيع، يمكننا أن نوفر لك من يساعدك في قراءتها. ربما يمكنك أيضًا للحصول على هذا المستند تكموبًا بلغتك للمساعدة المجانية اتصل بـ 1-866-530-9675 (TTY: 711). (Arabic)

Èske w ka li dokiman sa a? Si w pa kapab, nou ka fè yon moun ede w li l. Ou ka gen posiblite pou jwenn dokiman sa a tou ki ekri nan lang ou. Pou jwenn èd gratis, tanpri rele 1-866-530-9675 (TTY: 711). (Haitian Creole)

Pouvez-vous lire ce document ? Si ce n'est pas le cas, nous pouvons faire en sorte que quelqu'un vous aide à le lire. Vous pouvez également obtenir ce document écrit dans votre langue. Pour obtenir de l'assistance gratuitement, veuillez appeler le 1-866-530-9675 (TTY : 711). (French)

Możesz przeczytać ten dokument? Jeśli nie, możemy Ci w tym pomóc. Możesz także otrzymać ten dokument w swoim języku ojczystym. Po bezpłatną pomoc zadzwoń pod numer 1-866-530-9675 (TTY: 711). (Polish)

Você consegue ler este documento? Se não, podemos pedir para alguém ajudá-lo a ler. Você também pode receber este documento escrito em seu idioma. Para obter ajuda gratuita, ligue 1-866-530-9675 (TTS: 711). (Portuguese)

Non riesci a leggere questo documento? In tal caso, possiamo chiedere a qualcuno di aiutarti a farlo. Potresti anche ricevere questo documento scritto nella tua lingua. Per assistenza gratuita, chiama il numero 1-866-530-9675 (TTY: 711). (Italian)

この文書をお読みになれますか?お読みになれない場合には音読ボランティアを手配させていただきます。この文書をご希望の言語に訳したものをお送りできる場合もあります。無料のサポートについては、1-866-530-9675 (TTY: 711) までお問い合わせください。(Japanese)

Können Sie dieses Dokument lesen? Falls nicht, können wir Ihnen einen Mitarbeiter zur Verfügung stellen, der Sie dabei unterstützen wird. Möglicherweise können Sie dieses Dokument auch in Ihrer Sprache erhalten. Rufen Sie für kostenlose Hilfe bitte folgende Nummer an: 1-866-530-9675 (Schreibtelefon: 711). (German)

آیا می توانید این متن را بخوانید؟ در صورتی که نمی توانید، ما قادریم از شخصی بخواهیم تا در خواندن این متن به شما کمک کند. همچنین ممکن است بتوانید این متن را به زبان خود دریافت کنید. برای کمک رایگان با این شماره تماس بگیرید: 1-866-530-9675 (TTY: 711). (Persian Farsi)

क्या आप इस दस्तावेज़ को पढ़ सकते हैं? यदि नहीं, तो हम इसे पढ़ने में आपकी सहायता करने हेतु किसी की व्यवस्था कर सकते हैं। आप इस दस्तावेज़ को अपनी भाषा में लिखा हुआ भी प्राप्त कर सकते हैं। निशुल्क सहायता के लिए, कृपया यहाँ कॉल करें 1-866-530-9675 (TTY: 711)। (Hindi)

คุณสามารถอ่านเอกสารนี้ได้หรือไม่? หากไม่ได้ เราสามารถหาคนมาช่วยคุณอ่านได้ นอกจากนี้ คุณยังสามารถรับเอกสารนี้ที่เขียนในภาษาของคุณได้อีกด้วย ได้รับความช่วยเหลือฟรีได้โดยโทรไปที่ 1-866-530-9675 (TTY: 711) (Thai)

ਕੀ ਤੁਸੀਂ ਇਸ ਦਸਤਾਵੇਜ਼ ਨੂੰ ਪੜ੍ਹ ਸਕਦੇ ਹੋ? ਜੇਕਰ ਨਹੀਂ, ਤਾਂ ਅਸੀਂ ਇਸ ਨੂੰ ਪੜ੍ਹਨ ਵਿੱਚ ਤੁਹਾਡੀ ਮਦਦ ਕਰਨ ਲਈ ਕਿਸੇ ਵਿਅਕਤੀ ਨੂੰ ਲਿਆ ਸਕਦੇ ਹਾਂ। ਤੁਹਾਨੂੰ ਇਹ ਦਸਤਾਵੇਜ਼ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਲਿਖਿਆ ਹੋਇਆ ਵੀ ਪ੍ਰਾਪਤ ਹੋ ਸਕਦਾ ਹੈ। ਮੁਫਤ ਵਿੱਚ ਮਦਦ ਲਈ, ਕਿਰਪਾ ਕਰਕੇ 1-866-530-9675 (TTY: 711) ਨੂੰ ਕਾਲ ਕਰੋ। (Punjabi)

Դուք կարող եք կարդալ այս փաստաթուղթը: Եթե ոչ, մենք որևէ մեկին կգտնենք, ով կօգնի ձեզ կարդալ: Դուք կարող եք նաև այս փաստաթուղթը ստանալ գրաված ձևով: Անվճար օգնություն համար ինդրոնթ Ենք զանգահարել 1-866-530-9675 (TTY` 711): (Armenian)

Koj nyeem puas tau daim ntawv no? Yog koj nyeem tsis tau, peb muaj neeg pab nyeem rau koj. Tsis tas li ntawd xwb, tej zaum kuj muab daim ntawv no sau ua koj hom lus tau thiab. Yog yuav thov kev pab dawb, thov hu rau 1-866-530-9675 (TTY: 711). (Hmong)

តើលោកអ្នកអាចអានឯកសារនេះបានទេ? បើសិនមិនអាចទេ យើងអាចឱ្យនរណាម្នាក់ជួយអានឱ្យលោកអ្នក។ លោកអ្នកក៏អាចទទួលបានឯកសារនេះជាលាយលក្ខណ៍អក្សរជាភាសារបស់លោកអ្នកផងដែរ។ សម្រាប់ជំនួយឥតគិតថ្លៃ សូមទូរស័ព្ទទៅ 1-866-530-9675 (TTY: 711)។ (Cambodian)

צ קענט איר לייענען דעם דאזיקן דאקומנט? אויב ניט, עמעצער דא קען איך העלפן אים צו לייענען. עס איז אויך מעגלעך, אז איר קענט באקומען דעם דאזיקן דאקומענט אין איינער שפראך. פאר אומזיסטע הילף קענט איר אנקלינגען אַט די דאזיקע נומער: 1-866-530-9675 ס'איז דא א נומער פאר מענטשען, וואס הערן ניט: 711 (Yiddish)

Díísh yíníłta'go bííníghah? Doo bííníghahgóó éí nich'í' yídóółtahígíí nihee hóóló. Díí naaltsoos t'áá Diné bizaad k'éhjí ályaago ałdó' nich'í' ádoolnǫ́łgo bííghah. T'áá jíík'e shíká i'doolwoł nínízingo kojí' béésh holdílnih 1-866-530-9675 (TTY: 711) (Navajo)

Non-Discrimination Disclosure

Discrimination is Against the Law

We comply with applicable federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity. We do not exclude people or treat them differently because of their race, color, national origin, age, disability, or sex.

Coverage for medically necessary health services are available on the same terms for all individuals, regardless of sex assigned at birth, gender identity, or recorded gender. We will not deny or limit coverage to any health service based on the fact that an individual's sex assigned at birth, gender identity, or recorded gender is different from the one to which such health service is ordinarily available. We will not deny or limit coverage for a specific health service related to gender transition if such denial or limitation results in discriminating against a transgender individual.

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance electronically online, over the phone with a customer service representative, or by mail.

Delta Dental
PO Box 997330
Sacramento, CA 95899-7330
1-866-530-9675
deltadentalins.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW, Room 509F, HHH Building, Washington DC 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

We provide free aids and services to people with disabilities to communicate effectively with us, such as:

- qualified sign language interpreters
- written information in other formats (large print, audio, accessible electronic formats, other formats)

We also provide free language services to people whose primary language is not English, such as:

- qualified interpreters
- information written in other languages

If you need these services, contact our Customer Service department.

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ENROLLEE NOTICES

Federal and state laws require enrollees to be notified on a periodic basis about enrollee rights and privacy practices. Below is a summary of the notices that are available under the legal or privacy section of our webpage. To access the most current version and the full text of each notice, please visit our website at deltadentalins.com.

Federal Notices:

- **HIPAA Notice of Privacy Practices (NPP):** Federal regulations require insurance plans to share information about the company's privacy practices. This is called a "Notice of Privacy Practices (NPP)" and should be read when an individual first becomes an enrollee and reviewed at least every three years thereafter.
- **Gramm-Leach-Bliley (GLB):** Financial institutions and insurance companies must describe how demographic and financial information is collected and shared. California requires a state specific notice called the California Financial Privacy Notice, which is described below under the State Notices section.
- **Notice of Non-Discrimination:** We comply with applicable federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity. If you believe we have failed to provide these services or discriminated in another way on the basis of race, color,

national origin, age, disability, or sex, you can file a grievance electronically online, over the phone with a customer service representative, or by mail.

- **Language Assistance Notice and Survey:** We provide phone interpretation to callers who do not speak English. In California, we will also provide, on request, a translated copy of certain vital documents in either Spanish or Chinese. In Maryland and Washington DC, enrollees may receive grievance materials in Spanish or Chinese.

State Notices:

- **CA Financial Privacy Notice:** This notice to Californians describes our demographic and financial information collection and sharing practices. It is similar to the Gramm-Leach-Bliley (GLB) notice described above.
- **CA Grievance Process:** This notice describes our procedure for processing and resolving enrollee grievances and gives the address and phone number to make a complaint. Californians are encouraged to read this notice when they first enroll and annually thereafter.
- **CA Timely Access to Care:** California law requires health plans to provide timely access to care. This law sets limits on how long enrollees must wait to get appointments and telephone assistance.
- **CA Tissue and Organ Donations:** This notice informs subscribers of the societal benefits of organ donation and the methods they can use to become organ and/or tissue donors. California regulations require every health plan to provide this information upon enrollment and annually thereafter.



deltadentalins.com

- **CA Annual Deductible and OOP Max Accrual Balances:** California law requires health plans to provide enrollees with up-to-date accrual balances towards their annual deductible and out-of-pocket maximum for every month benefits were used until the accrual balances are met. Enrollees have the right to request their most up-to-date accrual balance from the health plan at any time.
- **CA Request Confidential Communications:** This notice informs subscribers of methods of contacting the plan when there is a need or desire to provide and alternative address to received protected health information. Users may also choose to use the “Request for Confidential Communication” form when submitting such request.

For questions concerning the notices, please contact us at 866-530-9675. You may also write to us at:

Delta Dental
PO Box 997330
Sacramento, CA 95899-7330

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