

# Delta Dental PPO<sup>SM</sup>

## Children's Dental 85 PPO for Small Businesses

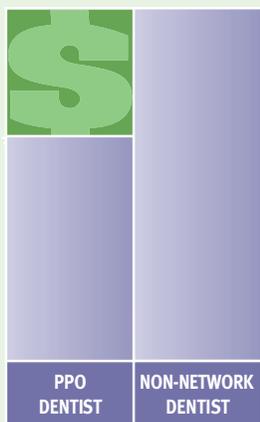


Delta Dental is committed to being your partner in maintaining great oral health. A Delta Dental PPO plan can help you provide the coverage your employees need by offering options that balance maximum dentist choice while stretching your dental benefits budget. Plus, the cost savings provided by our PPO network can help keep your company's dental benefit costs stable.

### Greatest potential savings when enrollees visit a Delta Dental PPO dentist

#### OUT-OF-POCKET COSTS

SAVE MORE SAVE LESS



AMOUNT YOU SAVE  
AMOUNT YOU PAY

Illustration showing sample enrollee share of cost for information purposes only. Actual dentist fees and contract allowances will vary by region, procedure and Group Contract.

## What is Delta Dental PPO?

A Delta Dental PPO plan provides benefits through a network of dentists who agree to accept reduced fees for services covered under the plan. Enrollees can visit any licensed dentist, but costs will usually be lowest when visiting a PPO dentist. Delta Dental PPO also provides coverage with no service area restrictions — just great coverage anywhere, anytime.

Delta Dental PPO pays a percentage of the contract allowance for covered services; enrollees are responsible for the remaining percentage — commonly called “coinsurance.”\* The contract allowance is based on the contracted PPO fee in your area.

#### Plan features

- Most Delta Dental PPO plans require enrollees to meet a plan deductible. After that, Delta Dental pays the percentage of charges as outlined in the contract benefits.
- Most diagnostic and preventive services such as checkups and cleanings are covered at 100%.

## What should my employees know about network dentists?

Since Delta Dental PPO is one of the largest dentist networks in the U.S.,<sup>†</sup> chances are there's a wide choice of network dentists in your area. Many enrollees even find that their current dentist is already in our network.

- **Enrollees save money on dental costs with a Delta Dental PPO dentist.** Our PPO network dentists accept reduced fees for covered services, so enrollees usually pay the least when visiting a PPO network dentist. Plus, Delta Dental PPO dentists won't balance bill the difference between the contracted amount and their usual fee.

\* Plus any amounts over plan maximums for non-covered services.



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

A REGISTERED MARK OF DELTA DENTAL PLANS ASSOCIATION

**Delta Dental of California**  
P.O. Box 997330  
Sacramento, CA 95899-7330

**Customer Service**  
800-471-8148

**Claims Address**  
P.O. Box 997330  
Sacramento, CA 95899-7330

PB\_DD\_CA\_G\_PED\_BSC

- **Delta Dental PPO plans offer a second network that can help patients save money.** Delta Dental has a second network called Delta Dental Premier®. These dentists are not “in-network,” but their fees are usually lower than those of non-Delta Dental dentists. Premier dentists also agree that they won’t bill more than their contracted fees. Visiting a PPO dentist is the best bet for lowering costs, but enrollees still have some cost protections if they choose to visit a Premier dentist.
- **Our large networks make finding a dentist easy.** Enrollees can visit us at [deltadentalins.com](http://deltadentalins.com) from their computer or mobile device to search our dentist directory by location or specialty.

### Are there other advantages to a PPO plan from Delta Dental?

Yes. Delta Dental plans are easy to use and understand.

- **Claims are simple with a Delta Dental dentist.** Patients pay only their portion of the bill when they visit a Delta Dental dentist. Our network dentists file claim forms on behalf of enrollees and receive payment directly from us. After a claim has been processed, Delta Dental generates a dental benefits statement that lists the services provided, the costs of the dental treatment and the amount of any fees the patient owes the dentist.
- **Delta Dental’s Online Services make getting information quick and easy.** Wherever you are — work, home or on the go — you and your employees can manage your account with such time-saving features as viewing eligibility, benefits and claims or locating a network dentist. Our online tools are also a snap to use on a mobile device, so we’re there when you need us.
- The **SmileWay®** Wellness Program provides resources including a risk assessment quiz, articles, videos and a subscription to *Grin!*, our free dental health e-newsletter.
- **Visiting a dentist is simple.** Enrollees in Delta Dental PPO don’t need an ID card to receive services; they can simply provide the dental office with the patient name, date of birth and social security or enrollee ID number. Or, ID cards can also be accessed through a mobile device for a quick and paperless option.

† Netminder Dental Network Trend Report, March 2014

This benefit information is only a summary and not intended or designed to replace or serve as the plan’s Group Contract. Please consult the Evidence of Coverage for a complete description of plan benefits, limitations and exclusions. In the event of any inconsistency between this document and the Evidence of Coverage, the terms of the Evidence of Coverage will prevail. To view a copy of the Evidence of Coverage [click here](#), or call 800-471-8148.

# Delta Dental PPO<sup>SM</sup>

## Children's Dental 85 PPO for Small Businesses

Plan Highlights		Pediatric Benefits (up to age 19)	
<b>Deductibles &amp; Maximums per Contract Year</b>			
<b>Deductible</b>	Enrollee Family	\$65 each calendar year \$130 each calendar year	
<b>Deductible Waived</b> <i>Deductible does not apply to these services</i>		Diagnostic and Preventive Services	
<b>Annual Maximum</b> <i>Maximum the plan will pay each year for services per person</i>		None	
<b>Out-of-Pocket Maximum</b> <i>After this amount is reached, the plan pays 100% of the remaining covered services for that year. Applies only to in-network services</i>		\$350 one pediatric enrollee/ \$700 two or more pediatric enrollees	
<b>Covered Services*</b>		<i>Delta Dental pays</i>	<i>Enrollee pays</i>
<b>Diagnostic and Preventive Services</b>		100%	0%
<b>Basic Services</b>		80%	20%
<b>Major Services</b>		50%	50%
<b>Orthodontics</b> Medically Necessary		50%	50%
<b>Waiting Period(s)</b> Orthodontics		None	

\* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement to dentists is based on contracted fees for all dental providers.



A REGISTERED MARK OF DELTA DENTAL PLANS ASSOCIATION



# **Delta Dental PPO<sup>SM</sup> Children's Dental PPO**

**Group Name**

**Group No.**

**Effective Date**

Provided by:  
Delta Dental of California

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

[www.CoveredCA.com](http://www.CoveredCA.com)

800-300-1506

888 TTY-4500

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**IMPORTANT:** Can you read this letter? If not, we can have somebody help you read it. You may also be able to get this letter written in your language. For free help, please call right away at the Member/Customer Service telephone number on the back of your Delta Dental ID card, or 1-800-471-0287.

**IMPORTANTE:** ¿Puede leer esta carta? Si no, podemos hacer que alguien le ayude a leerla. También puede recibir esta carta en su idioma. Para ayuda gratuita, por favor llame inmediatamente al teléfono de Servicios al miembro/cliente que se encuentra al reverso de su tarjeta de identificación de Delta Dental o al 1-800-471-0287.

**重要通知：** 您能讀懂這封信嗎？如果不能，我們可以請人幫您閱讀。這封信也可以用您所講的語言書寫。如需幫助，請立即撥打登列在您的Delta Dental ID卡背面上的會員/客戶服務部的電話，或者撥打電話 1-800-471-0287。

## INTRODUCTION

We are pleased to welcome you to the Delta Dental PPO<sup>SM</sup> dental plan. Your employer has chosen to participate in the Exchange, and you have selected Delta Dental of California (“Delta Dental”) to meet your dental insurance needs. This plan is underwritten and administered by Delta Dental.

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 see him or her on a regular basis.

Eligibility is determined by your employer and defined in the following section:

- ***Eligibility Requirement for Pediatric Benefits (Essential Health Benefits)***

**NOTICE: YOUR SHARE OF THE PAYMENT FOR HEALTH CARE SERVICES MAY BE BASED ON THE AGREEMENT BETWEEN YOUR HEALTH PLAN AND YOUR PROVIDER. UNDER CERTAIN CIRCUMSTANCES, THIS AGREEMENT MAY ALLOW YOUR PROVIDER TO BILL YOU FOR AMOUNTS UP TO THE PROVIDER’S REGULAR BILLED CHARGES.**

### **Using This Combined Evidence of Coverage and Disclosure Form (“EOC”)**

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

This EOC, including Attachments, 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 plan works and how to obtain dental care. Please read this EOC completely and carefully. Keep in mind that “you” and “your” mean the individuals who are covered. “We,” “us” and “our” always refer to Delta Dental. In addition, please read the *Definitions* section, which will explain any words with special or technical meanings. Persons with Special Health Care Needs should read the section entitled “Special Needs.”

**Identification Number** - Please provide the Enrollee’s identification (“ID”) number to your Provider whenever you receive dental services. The Enrollee ID number should be included on all claims submitted for payment. ID cards are not required, but if you wish to have one, you may obtain one by visiting our website at [deltadentalins.com](http://deltadentalins.com).

**This EOC is *not* a Summary Plan Description to meet the requirements of ERISA.**

**Contract** - The Benefit explanations contained in this EOC are subject to all provisions of the Contract on file with your employer (“Contractholder”) and do not modify the terms and conditions of the Contract in any way. Any direct conflict between the Contract and the EOC will be resolved according to the terms which are most favorable to you. A copy of the Contract will be furnished to you upon request.

**Contact Us** - For more information, please visit our website at [deltadentalins.com](http://deltadentalins.com) or call our Customer Service Center. A Customer Service representative can answer questions you may have about obtaining dental care, help you locate a Delta Dental Provider, explain Benefits, check the status of a claim and assist you in filing a claim. You can access our automated information line at 800-471-0287 to obtain information about your eligibility, Benefits or claim status or to speak to a Customer Service representative for assistance. If you prefer to write us with your question(s), please mail your inquiry to the following address:

Delta Dental of California  
P.O. Box 997330  
Sacramento, CA 95899-7330



Anthony S. Barth, Executive Vice President / Chief Operating Officer

**Notice: THIS EOC CONSTITUTES ONLY A SUMMARY OF YOUR GROUP DENTAL PLAN AND ITS ACCURACY SHOULD BE VERIFIED BEFORE RECEIVING TREATMENT. AS REQUIRED BY THE CALIFORNIA HEALTH AND SAFETY CODE, THIS IS TO ADVISE YOU THAT THE CONTRACT MUST BE CONSULTED TO DETERMINE THE EXACT TERMS AND CONDITIONS OF COVERAGE. THIS INFORMATION IS NOT A GUARANTEE OF COVERED BENEFITS, SERVICES OR PAYMENTS.**

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

## DEFINITIONS

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

**Accepted Fee:** the amount the attending Provider agrees to accept as payment in full for services rendered.

**Benefits:** the amounts that Delta Dental will pay for covered dental services under this EOC.

**Claim Form:** the standard form used to file a claim, request a Pre-Treatment Estimate or request prior authorization.

**Contract:** the agreement between Delta Dental and the Contractholder, including any Attachments, pursuant to which Delta Dental has issued this EOC.

**Contractholder:** an employer that is deemed eligible by the Exchange and has contracted for Benefits under this plan through the Exchange.

**Contract Benefit Level:** the percentage of the Maximum Contract Allowance that Delta Dental will pay.

**Contract Term:** the period during which the Contract is in effect.

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

**Deductible:** a dollar amount that an Enrollee must satisfy for certain covered services before Delta Dental begins paying Benefits.

**Delta Dental PPO Contracted Fee (“PPO Provider’s Contracted Fee”):** the fee for each Single Procedure that a PPO Provider has contractually agreed to accept as payment in full for covered services.

**Delta Dental PPO Provider (“PPO Provider”):** a Provider who contracts with Delta Dental or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental PPO Contracted Fee as payment in full for services provided under a PPO dental plan. A PPO Provider also agrees to comply with Delta Dental’s administrative guidelines.

**Delta Dental Premier<sup>®</sup> Contracted Fee (“Premier Provider’s Contracted Fee”):** the fee for each Single Procedure that a Premier Provider has contractually agreed to accept as payment in full for covered services.

**Delta Dental Premier Provider (“Premier Provider”):** a Provider who contracts with Delta Dental or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental Premier Contracted Fee as payment in full for services provided under a plan. A Premier Provider also agrees to comply with Delta Dental’s administrative guidelines.

**Effective Date:** the original date the Contract starts.

**Eligible Pediatric Individual:** a person who is eligible to enroll for Pediatric Benefits as described in this EOC.

**Employee:** an individual employed by the Contractholder electing coverage for Eligible Pediatric Individuals as described in this EOC.

**Enrollee:** an Eligible Pediatric Individual (“Pediatric Enrollee”) enrolled to receive Benefits.

**Enrollee Effective Date:** the date the Exchange reports coverage will begin for each Enrollee.

**Enrollee Pays:** the financial obligation for a Pediatric Enrollee for services calculated as the difference between the amount shown as the Accepted Fee and the portion shown as “Delta Dental Pays” on the claims statement when a claim is processed.

**Essential Health Benefits (“Pediatric Benefits”):** for the purposes of this EOC, Essential Health Benefits are certain pediatric oral services that are required to be included under the Affordable Care Act. The services considered to be Essential Health Benefits are determined by state and federal agencies and are available for Eligible Pediatric Individuals.

**Exchange:** the California Exchange also referred to as “Covered California”.

**Maximum Contract Allowance:** the reimbursement under the Enrollee’s benefit plan against which Delta Dental calculates its payment and the financial obligation for the Enrollee. Subject to adjustment for extreme difficulty or unusual circumstances, the Maximum Contract Allowance for services provided:

- by a PPO Provider is the lesser of the Provider’s Submitted Fee or the PPO Provider’s Contracted Fee; or
- by a Premier Provider is the lesser of the Provider’s Submitted Fee or the PPO Provider’s Contracted Fee for a PPO Provider in the same geographic area; or
- by a Non-Delta Dental Provider is the lesser of the Provider’s Submitted Fee or the PPO Provider’s Contracted Fee for a PPO Provider in the same geographic area.

**Non-Delta Dental Provider:** a Provider who is not a PPO Provider and who is not contractually bound to abide by Delta Dental’s administrative guidelines.

**Open Enrollment Period:** the period of the year that the employer has established when the Employee may change coverage selections for the next Contract Year.

**Out-of-Pocket Maximum:** the maximum amount that a Pediatric Enrollee must satisfy for covered dental services during the Contract Year provided a PPO Provider is used. Coinsurance and other cost-sharing, including balance billed amounts, will continue to apply for covered services from a Non-Delta Dental Provider even after the Out-of-Pocket Maximum has been met.

**Pre-Treatment Estimate:** an estimation of the allowable Benefits under this EOC for the services proposed, assuming the person is an eligible Enrollee.

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

**Provider:** a person licensed to practice dentistry when and where services are performed. A Provider shall also include a dental partnership, dental professional corporation or dental clinic.

**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, addition of a step or foster child or death of a child);
- dependent child ceases to satisfy eligibility requirements;

- residence (Employee or Enrollee moves);
- court order requiring dependent coverage;
- loss of minimal essential coverage; or
- any other current or future election changes permitted by Internal Revenue Code Section 125 or the Exchange.

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

**Special Health Care Need:** a physical or mental impairment, limitation or condition that substantially interferes with an Enrollee's ability to obtain Benefits. Examples of such a Special Health Care Need are 1) the Enrollee's inability to obtain access to the Provider's facility because of a physical disability and 2) the Enrollee's inability to comply with the Provider's instructions during examination or treatment because of physical disability or mental incapacity.

**Spouse:** a person related to or a partner of an Employee:

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

**Submitted Fee:** the amount that the Provider bills and enters on a claim for a specific procedure.

**Waiting Period (if applicable):** the amount of time an Enrollee must be enrolled for specific services to be covered.

## ELIGIBILITY AND ENROLLMENT

The Exchange is responsible for establishing eligibility and reporting enrollment to us based on information from the employer. We process enrollment as reported by the Exchange.

This EOC includes Pediatric Benefits.

### Eligibility Requirement for Pediatric Benefits

Pediatric Enrollees eligible for Pediatric Benefits are:

- an Employee to age 19; and/or
- an Employee's Spouse under age 19 and dependent children from birth to age 19. Dependent children include natural children, stepchildren, foster children, adopted children, children placed for adoption and children of Spouse.

## **Enrollment**

You may be required to contribute towards the cost of coverage for Pediatric Enrollees. The Exchange is responsible for establishing an Enrollee's Effective Date for enrollment.

Employees may enroll for coverage during the Open Enrollment Period or due to a Qualifying Status Change.

Dependents on active military duty are not eligible.

## **Termination of Coverage**

The Employee has the right to terminate coverage by sending Delta Dental or the Exchange written notice of intent to terminate. The effective date of a requested termination will be at least 14 days from the date of Delta Dental's receipt of the request for termination. Delta Dental will notify the Contractholder of any requests for termination received from Employees. If coverage is terminated because the Enrollee is covered by Medicaid, the last day of coverage with Delta Dental is the day before the new coverage is effective.

An Enrollee loses eligibility when he or she is no longer reported eligible by the Exchange or eligible under the terms of the Contract. If termination is due to loss of eligibility through the Exchange, termination is effective the last day of the month following the month of termination.

We may cancel the Contract 31 days after written notice to the Contractholder if premiums are not paid when due. The Contractholder will be given a 31 day grace period, which begins immediately following the last day of paid coverage, or 31 days from the date of notice, whichever is later, to pay the monthly premium. During that time, Delta Dental will continue to provide coverage to Enrollees. If the premium remains unpaid at the end of the 31 day grace period, the Contractholder will notify you that coverage has terminated along with the date of termination. We may also cancel an Enrollee's enrollment if we demonstrate that the Enrollee committed fraud or an intentional misrepresentation of material fact in obtaining Benefits under this plan.

We will not pay for services received after the Enrollee's coverage ends. However, we will pay for the completion of Single Procedures started while an Enrollee was eligible if they are completed within 31 days of the date coverage ended.

An Enrollee and/or Contractholder who believes that coverage has been, or will be, improperly cancelled, rescinded or not renewed may request a review by the Director of the California Department of Managed Health Care in accordance with Section 1365(b) of the California Health and Safety Code.

## **Strike, Lay-off and Leave of Absence**

Enrollees will not be covered for any dental services received while the Employee is on strike, lay-off or leave of absence, other than as required under the Family & Medical Leave Act of 1993 or other applicable state or federal law\*.

Coverage will resume after the Employee returns to work provided the Contractholder submits a request to the Exchange that coverage be reactivated. Benefits for Enrollees will resume as follows:

- If coverage is reactivated in the same Contract Year, coverage will resume for the Enrollee as if the Employee was never gone.
- If coverage is reactivated in a different Contract Year, any Deductible, Out-of-Pocket Maximum and/or Waiting Period applicable to your Benefits will start over.
- If the Employee is rehired within the same Contract Year, coverage for the Enrolelee will resume as if the Employee was never gone.

\*Coverage for Enrollees is not affected if the Employee takes a leave of absence allowed under the Family & Medical Leave Act of 1993 or other applicable state or federal law. If the Employee is currently paying any part of the premium, he or she may choose to continue coverage. If the Employee does not continue coverage during the leave, he or she can resume coverage for Enrollees on their return to active work as if no interruption occurred.

**Important:** The Family & Medical Leave Act of 1993 does not apply to all companies, only those that meet certain size guidelines. See your Human Resources Department for complete information.

## Continued Coverage Under USERRA

As required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), if the Employee is covered by the Contract on the date his or her USERRA leave of absence begins, the Employee may continue dental coverage for himself or herself and any covered dependents. Continuation of coverage under USERRA may not extend beyond the earlier of:

- 24 months, beginning on the date the leave of absence begins, or;
- the date the Employee fails to return to work within the time required by USERRA.

For USERRA leave that extends beyond 31 days, the premium for continuation of coverage will be the same as for COBRA coverage.

## Continuation of Coverage Under COBRA

COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1985) provides a way for the Employee who loses employer-sponsored group health plan coverage to continue coverage for a period of time. COBRA does not apply to all companies, only those that meet certain size guidelines. See your Human Resources Department for complete information.

We do not assume any of the obligations required by COBRA of the Contractholder or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA).

## Continuation of Coverage Under Cal-COBRA

Cal-COBRA (the California Continuation Benefits Replacement Act), pertaining to certain employers with two (2) to 19 employees, provides a way for you and your Dependent Enrollees who lose employer-sponsored group health coverage ("Qualified Beneficiary") to continue coverage for a period of time. We agree to provide the Benefits to Enrollees who elect continued coverage pursuant to this section, provided:

- continuation of coverage is required to be offered under Cal-COBRA;
- Contractholder notifies us, in writing of any employee who has a qualifying event within 30 days of the qualifying event;
- Contractholder notifies us in writing of any Qualified Beneficiaries currently receiving continuation of coverage from a previous plan;
- Contractholder notifies Qualified Beneficiaries currently receiving continuation coverage under another plan, of the Qualified Beneficiary's ability to continue coverage under Delta Dental's new group benefit plan for the balance of the period the Qualified Beneficiary is eligible for continuation coverage. This notice shall be provided either 30 days prior to the termination or when all enrolled employees are notified, whichever is later;
- Contractholder notifies the Qualified Beneficiary if of the ability to elect coverage under the Contractholder's new dental plan, if Contractholder terminates the Contract and replaces Delta Dental with another dental plan. Said notice shall be provided the later of 30 days prior to termination of Delta Dental's coverage or when the Enrollees are notified;
- Qualified Beneficiary requests the continuation of coverage within the time frame allowed;
- we receive the required premium for the continued coverage; and
- the Contract stays in force.

We do not assume any of the obligations required by Cal-COBRA of the Contractholder or any employer (including the obligation to notify potential beneficiaries of their rights or options under Cal-COBRA).

## 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.

### Benefits, Limitations and Exclusions

We will pay Benefits for the types of dental services as described in the Attachments that are a part of this EOC.

We will pay Benefits only for covered services. This EOC covers several categories of Benefits when a Provider furnishes the services and when they are necessary and within the standards of generally accepted dental practice. Claims shall be processed in accordance with our standard processing policies. We may use dentists (dental consultants) to review treatment plans, diagnostic materials and/or prescribed treatments to determine generally accepted dental

practices and to determine if treatment has a favorable prognosis. If you receive dental services from a Provider outside the state of California, the Provider will be paid according to Delta Dental's network payment provisions for said state according to the terms of the Contract. Limitations and exclusions will be applied for the period a person is enrolled under any Delta Dental program or prior dental care program provided by the Contractholder subject to receipt of such information from the Contractholder or at the time a claim is submitted.

If a primary dental procedure includes component procedures that are performed at the same time as the primary procedure, the component procedures are considered to be part of the primary procedure for purposes of determining the Benefit payable. Even if the Provider bills separately for the primary procedure and each of its component parts, the total Benefit payable for all related charges will be limited to the maximum Benefit payable for the primary procedure.

## **Enrollee Coinsurance**

We will pay a percentage of the Maximum Contract Allowance for covered services, subject to certain limitations, and you are responsible for paying the balance. What you pay is called the enrollee coinsurance ("Enrollee Coinsurance") and is part of your out-of-pocket cost. You may have to satisfy a Deductible before we will pay Benefits. You pay the Enrollee Coinsurance even after a Deductible has been met.

The amount of your Enrollee Coinsurance will depend on the type of service and the Provider furnishing the service (see section titled "*Selecting Your Provider*"). Providers are required to collect Enrollee Coinsurance for covered services. If the Provider discounts, waives or rebates any portion of the Enrollee Coinsurance to you, we will be obligated to provide as Benefits only the applicable percentages of the Provider's fees or allowances reduced by the amount of the fees or allowances that is discounted, waived or rebated.

It is to your advantage to select PPO Providers because they have agreed to accept the Maximum Contract Allowance as payment in full for covered services, which typically results in lower out-of-pocket costs for you. Please refer to the section titled "*Selecting Your Provider*" for more information.

## **Pre-Treatment Estimates**

Pre-Treatment Estimate requests are not required; however, your Provider may file a Claim Form before beginning treatment showing the services to be provided to you. We will estimate the amount of Benefits payable under this EOC for the listed services. By asking your Provider for a Pre-Treatment Estimate from us before the Enrollee receives any prescribed treatment, you will have an estimate up front of what we will pay and the difference you will need to pay. The Benefits will be processed according to the terms of this EOC when the treatment is actually performed. Pre-Treatment Estimates are valid for 365 days or until an earlier occurrence of any one of the following events:

- the date the Contract terminates;
- the date the Enrollee's coverage ends; or
- the date the Provider's agreement with Delta Dental ends.

A Pre-Treatment Estimate does not guarantee payment. It is an estimate of the amount we will pay if you are covered and meet all the requirements of the plan at the time the treatment you have planned is completed and may not take into account any Deductibles, so please remember to figure in your Deductible if necessary.

## Non-Covered Services

**IMPORTANT:** If you opt to receive dental services that are not covered services under this plan, a participating dental provider may charge you his or her usual and customary rate for those services. Prior to providing a patient with dental services that are not a covered benefit, the dentist should provide to the patient a treatment plan that includes each anticipated service to be provided and the estimated cost of each service. If you would like more information about dental coverage options, you may call Customer Service at 800-471-0287. To fully understand your coverage, you may wish to carefully review this EOC.

## Coordination of Benefits

We coordinate the Benefits under this EOC with your benefits under any other group or pre-paid plan or insurance plan designed to fully integrate with other plans. If this plan is the “primary” plan, we will not reduce Benefits, but if this plan is the “secondary” plan, we determine Benefits after those of the primary plan and will pay the lesser of the amount that we would pay in the absence of any other dental benefit coverage or the Enrollee’s total out-of-pocket cost under the primary plan for Benefits covered under the Contract.

### How do we determine which Plan is the “primary” plan?

- (1) The plan covering the Enrollee as an employee is primary over a plan covering the Enrollee as a dependent.
- (2) The plan covering the Enrollee as an employee is primary over a plan covering the insured person as a dependent; except that if the insured person is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
  - a) secondary to the plan covering the insured person as a dependent; and
  - b) primary to the plan covering the insured person as other than a dependent (e.g. a retired employee), then the benefits of the plan covering the insured person as a dependent are determined before those of the plan covering that insured person as other than a dependent.
- (3) Except as stated in paragraph (4), when this plan and another plan cover the same child as a dependent of different persons, called parents:
  - a) the benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year; but
  - b) if both parents have the same birthday, the benefits of the plan covering one parent longer are determined before those of the plan covering the other parent for a shorter period of time.

- c) However, if the other plan does not have the birthday rule described above, but instead has a rule based on the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan determines the order of benefits.
- (4) In the case of a dependent child of legally separated or divorced parents, the plan covering the Enrollee as a dependent of the parent with legal custody or as a dependent of the custodial parent's spouse (i.e. step-parent) will be primary over the plan covering the Enrollee as a dependent of the parent without legal custody. If there is a court decree establishing financial responsibility for the health care expenses with respect to the child, the benefits of a plan covering the child as a dependent of the parent with such financial responsibility will be determined before the benefits of any other policy covering the child as a dependent child.
- (5) If the specific terms of a court decree state that the parents will share joint custody without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child will follow the order of benefit determination rules outlined in paragraph (3).
- (6) The benefits of a plan covering an insured person as an employee who is neither laid-off nor retired are determined before those of a plan covering that insured person as a laid-off or retired employee. The same would hold true if an insured person is a dependent of a person covered as a retiree or an employee. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule (6) is ignored.
- (7) If an insured person whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another plan, the following will be the order of benefit determination.
- a) First, the benefits of a plan covering the insured person as an employee (or as that insured person's dependent).
  - b) Second, the benefits under the continuation coverage.
  - c) If the other plan does not have the rule described above, and if, as a result, the plans do not agree on the order of benefits, this rule (7) is ignored.
- (8) If none of the above rules determines the order of benefits, the benefits of the plan covering an Enrollee longer are determined before those of the plan covering that insured person for the shorter term.
- (9) When determination cannot be made in accordance with the above for Pediatric Benefits, the benefits of a plan that is a medical plan covering dental as a benefit shall be primary to a dental only plan.

## SELECTING YOUR PROVIDER

### Free Choice of Provider

You may see any Provider for your covered treatment whether the Provider is a PPO Provider Premier Provider, or a Non-Delta Dental Provider. **This plan offered through the Exchange is**

**a PPO plan and the greatest benefits – including out-of-pocket savings – occur when you choose a PPO Provider.** We will also pay for services received from dental schools or clinics by students of dentistry, a clinician or instructors who are contracted with Delta Dental. To take full advantage of your Benefits, we highly recommend you verify a dentist's participation status within a Delta Dental network with your dental office before each appointment. Review this section for an explanation of Delta Dental payment procedures to understand the method of payments applicable to your Provider selection and how that may impact your out-of-pocket costs.

## **Locating a PPO Provider**

You may access information through our website at [deltadentalins.com](http://deltadentalins.com). You may also call our Customer Service Center and one of our representatives will assist you. We can provide you with information regarding a Provider's network participation, specialty and office location.

## **Emergency Treatment**

Delta Dental PPO Providers are available 24 hours a day, seven (7) days a week to provide treatment in the case of a dental emergency. However, if you are unable to reach a Delta Dental PPO Provider, you may seek treatment from any dentist of your choice. Payment for emergency treatment claims will be made subject to the provisions described below.

## **Continuity of Care**

If you are a current Enrollee, you may have the right to obtain completion of care under this Contract with your terminated Delta Dental Provider for certain specified dental conditions. If you are a new Enrollee, you may have the right to completion of care under this Contract with your Non-Delta Dental Provider for certain specified dental conditions. You must make a specific request for this completion of care benefit. To make a request, contact our Customer Service Center at 800-471-0287. You may also contact us to request a copy of Delta Dental's Continuity of Care Policy. Delta Dental is not required to continue care with the Provider if you are not eligible under this Contract or if Delta Dental cannot reach agreement with the Non-Delta Dental Provider or the terminated Delta Dental Provider on the terms regarding Enrollee care in accordance with California law.

## **Choosing a PPO Provider**

The PPO plan potentially allows the greatest reduction in Enrollees' out-of-pocket expenses since this select group of Providers will provide dental Benefits at a charge that has been contractually agreed upon. Payment for covered services performed by a PPO Provider is based on the Maximum Contract Allowance.

Costs incurred by the Pediatric Enrollee for covered services with a PPO Provider apply towards the Out-of-Pocket Maximum for Pediatric Benefits.

## Choosing a Premier Provider

A Premier Provider is a Delta Dental Provider; however, the Premier Provider has not agreed to the features of the PPO plan. The amount charged may be above that accepted by PPO Providers, and Enrollees will be responsible for balance billed amounts. Payment for covered services performed by a Premier Provider is based on the Maximum Contract Allowance, and the Enrollee may be balance billed up to the Premier Provider's Contracted Fee.

Costs incurred by the Pediatric Enrollee with a Premier Provider do not count towards the Out-of-Pocket Maximum for Pediatric Benefits. Enrollee Coinsurance and other cost-sharing, including balance billed amounts, continue to apply when a Premier Provider is used even if the Out-of-Pocket Maximum for Pediatric Enrollees has been met.

## Choosing a Non-Delta Dental Provider

If a Provider is a Non-Delta Dental Provider, the amount charged to Enrollees may be above that accepted by PPO Providers, and Enrollees will be responsible for balance billed amounts. Payment for covered services performed by a Non-Delta Dental Provider is based on the Maximum Contract Allowance, and the Enrollee may be balance billed up to the Provider's Submitted Fee.

Costs incurred by the Pediatric Enrollee with a Non-Delta Dental Provider do not count towards the Out-of-Pocket Maximum for Pediatric Benefits. Enrollee Coinsurance and other cost-sharing, including balance billed amounts, continue to apply when a Non-Delta Dental Provider is used even if the Out-of-Pocket Maximum for Pediatric Enrollees has been met.

## Additional Obligations of PPO Providers

- The PPO or Premier Provider must accept assignment of Benefits, meaning these Providers will be paid directly by Delta Dental after satisfaction of the Deductible and Enrollee Coinsurance. The Enrollee does not have to pay all the dental charges while at the dental office and then submit the claim for reimbursement.
- The PPO or Premier Provider will complete the dental Claim Form and submit it to Delta Dental for reimbursement.
- The PPO Provider will accept contracted fees as payment in full for covered services and will not balance bill if there is a difference between Submitted Fees and Delta Dental PPO Contracted Fees.
- By statute, our agreement with our PPO and Premier Providers makes sure you will not be responsible to those Providers for any money we owe.

Upon termination of a PPO Provider's contract with Delta Dental, Delta Dental shall be liable for Benefits for the completion of treatment for Single Procedures begun prior to the termination of the agreement. The terminating Provider will complete:

- a partial or full denture for which final impressions have been taken; and

- all work on every tooth upon which work has been started (such as completion of root canals in progress and delivery of crowns when teeth have been prepared).

If for any reason the Provider is unable to complete treatment, Delta Dental shall make reasonable and appropriate provisions for the completion of such treatment by another PPO Provider.

Delta Dental shall give written notice to the Enrollee within a reasonable time of any termination or breach of contract, or inability to perform by any PPO Provider if the Enrollee will be materially or adversely affected.

## How to Submit a Claim

Claims for Benefits must be filed on a standard Claim Form that is available in most dental offices. PPO and Premier Providers will fill out and submit your claims paperwork for you. Some Non-Delta Dental Providers may also provide this service upon your request. If you receive services from a Non-Delta Dental Provider who does not provide this service, you can submit your own claim directly to us. Please refer to the section titled "*Claim Form*" for more information.

Your dental office should be able to assist you in filling out the Claim Form. Fill out the Claim Form completely and send it to:

Delta Dental of California  
P.O. Box 997330  
Sacramento, CA 95899-7330

## Payment Guidelines

We do not pay PPO or Premier Providers any incentive as an inducement to deny, reduce, limit or delay any appropriate service.

If you or your Provider files a claim for services more than 12 months after the date you received the services, payment may be denied. If the services were received from a Non-Delta Dental Provider, you are still responsible for the full cost. If we fail to pay a Non-Delta Dental Dentist, you may be liable to that Provider for the entire cost of services. Delta Dental will reimburse you for any portion of the Provider's fee that is covered by the plan.

If the payment is denied because your PPO Provider failed to submit the claim on time, you may not be responsible for that payment. However, if you did not tell your PPO or Premier Provider that you were covered under a Delta Dental Policy at the time you received the service, you may be responsible for the cost of that service.

If you need more information concerning how providers are reimbursed under the Contract, you may call our Customer Service Center toll-free at 800-471-0287.

## **Provider Relationships**

The Employee and Delta Dental agree to permit and encourage the professional relationship between Provider and Enrollee to be maintained without interference. Any PPO, Premier or Non-Delta Dental Provider, including any Provider or Employee associated with or employed by them, who provides dental services to an Enrollee does so as an independent contractor and shall be solely responsible for dental advice and for performance of dental services, or lack thereof, to the Enrollee.

## **Second Opinions**

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

Delta Dental will authorize such an examination prior to treatment when necessary to make a Benefit determination in response to a request for a Pretreatment Estimate. Delta Dental will also authorize a second opinion after treatment if an Enrollee has a complaint regarding the quality of the care provided. Delta Dental will notify the Enrollee and the treating dentist when a second opinion is necessary and appropriate, and direct the Enrollee to the Regional Consultant selected by Delta Dental to perform the clinical examination. When Delta Dental authorizes a second opinion through a Regional Consultant, we will pay for all charges.

Enrollees may otherwise obtain second opinions about treatment from any dentist they choose, and claims for the examination may be submitted to Delta Dental for payment. Delta Dental will pay such claims in accordance with the Benefits of the plan.

## **Special Needs**

If you believe you have a Special Health Care Need, you should contact our Customer Service Center at 800-471-0287. We will confirm whether such a Special Health Care Need exists and what arrangements can be made to assist you in obtaining Benefits. We will not be responsible for the failure of any Provider to comply with any law or regulation concerning treatment of persons with Special Health Care Needs which is applicable to the Provider.

## **GRIEVANCES AND APPEALS**

If you have questions about any services received, we recommend that you first discuss the matter with your Provider. However, if you continue to have concerns, please call our Customer Service Center. You can also email questions by accessing the "Contact Us" section of our website at [deltadentalins.com](http://deltadentalins.com).

Grievances regarding eligibility, the denial of dental services or claims, the policies, procedures, operations of Delta Dental or the quality of dental services performed by the Provider may be directed in writing to us or by calling us toll-free at 800-471-0287.

When you write, please include the name of the Enrollee, the ID number and your telephone number on all correspondence. You should also include a copy of the Claim Form, claim statement or other relevant information. Your claim statement will have an explanation of the claim review and any grievance process and time limits applicable to such process.

We will notify you and your Provider if Benefits are denied for services submitted on a Claim Form, in whole or in part, based upon lack of medical necessity. Any such denial will be based upon a determination by a Provider who holds a non-restricted license in the same or an appropriate specialty that typically manages the dental condition, procedure or treatment under review. You and your Provider have at least 180 days after receiving a notice of denial to request a review in writing to Delta Dental giving reasons why you believe the denial was wrong. You may also ask Delta Dental to examine any additional information you include that may support your grievance.

- "Grievance" means a written or oral expression of dissatisfaction regarding the plan and/or Provider, including quality of care concerns, and shall include a complaint, dispute, request for reconsideration or appeal made by Pediatric Enrollee or the Enrollee's representative. Where the plan is unable to distinguish between a grievance and an inquiry, it shall be considered a grievance.
- "Complaint" is the same as "grievance."
- "Complainant" is the same as "grievant," and means the person who filed the grievance including the Enrollee, a representative designated by the Enrollee, or other individual with authority to act on behalf of the Enrollee.

Send your grievance to us at the address shown below:

Delta Dental of California  
P.O. Box 997330  
Sacramento, CA 95899-7330

We will send you a written acknowledgment within five (5) calendar days upon receipt of your grievance. We will make a full and fair review within 30 days after we receive the grievance. We may ask for more documents if needed. We will send you a decision within 30 days. The review will take into account all comments, documents, records or other information, regardless of whether such information was submitted or considered initially. If the review is of a denial based in whole or in part on lack of dental necessity, experimental treatment or clinical judgment in applying the terms of this EOC, we shall consult with a dentist who has appropriate training and experience. The review will be conducted for us by a person who is neither the individual who made the claim denial that is subject to the review, nor the subordinate of such individual. If the grievance involves severe pain and/or imminent and serious threat to a patient's dental health, Delta Dental will provide the Enrollee written notification regarding the disposition or pending status of the grievance within three (3) days.

## Appeals

You may file a complaint with the California Department of Managed Health Care ("Department") after you have completed our grievance procedure or after you have been

involved in our grievance procedure for 30 days. You may file a complaint with the Department immediately in an emergency situation, which is one involving severe pain and/or imminent and serious threat to the Enrollee's health.

The Department is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone us, your plan, at **1-800-471-0287** and use our grievance process above before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the Department for assistance.

You may also be eligible for an Independent Medical Review ("IMR"). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The Department also has a toll-free telephone number (**1-888-HMO-2219**) and a TDD line (**1-877-688-9891**) for the hearing and speech impaired. The Department's Internet Website (**<http://www.hmohelp.ca.gov>**) has complaint forms, IMR application forms and instructions online.

If the group health plan is subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), 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

### Public Policy Participation by Enrollees

Delta Dental's Board of Directors includes Enrollees who participate in establishing Delta Dental's public policy regarding Enrollees through periodic review of Delta Dental's Quality Assessment program reports and communications from Enrollees. Enrollees may submit any suggestions regarding Delta Dental's public policy in writing to:

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

## **Severability**

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

## **Clinical Examination**

Before approving a claim, we will be entitled to receive, to such extent as may be lawful, from any attending or examining Provider, or from hospitals in which a Provider's care is provided, such information and records relating to attendance to or examination of, or treatment provided to, you as may be required to administer the claim, or have you be examined by a dental consultant retained by us when and as often as it may reasonably require during the pendency of a claim, in or near your community or residence. We will in every case hold such information and records confidential.

## **Notice of Claim Form**

We will give you or your Provider, on request, a Claim Form to make claim for Benefits. To make a claim, the form should be completed and signed by the Provider who performed the services and by the patient (or the parent or guardian if the patient is a minor) and submitted to us at the address in the *"Written Notice of Claim/Proof of Loss"* section.

If the form is not furnished by us within 15 days after requested by you or your Provider, the requirements for proof of loss set forth in the next paragraph will be deemed to have been complied with upon the submission to us, within the time established in said paragraph for filing proofs of loss, of written proof covering the occurrence, the character and the extent of the loss for which claim is made. You or your Provider may download a Claim Form from our website.

## **Written Notice of Claim/Proof of Loss**

We must be given written proof of loss within 12 months after the date of the loss. If it is not reasonably possible to give written proof in the time required, the claim will not be reduced or denied solely for this reason, provided proof is filed as soon as reasonably possible. In any event, proof of loss must be given no later than one year from such time (unless the claimant was legally incapacitated).

All written proof of loss must be given to us within 12 months of the termination of the Contract.

Send your Notice of Claim/Proof of Loss to us at the address shown below:

Delta Dental of California  
P.O. Box 997330  
Sacramento, CA 95899-7330

## **Time of Payment**

Claims payable for any loss other than loss that is a periodic payment will be processed no later than 30 days after written proof of loss is received in the form required by the terms of the Contract and/or this EOC. We will notify you and your Provider of any additional information needed to process the claim within this 30 day period.

## **To Whom Benefits Are Paid**

It is not required that the service be provided by a specific dentist. Payment for services provided by a PPO or Premier Provider will be made directly to the dentist. Any other payments provided by the Contract and/or this EOC will be made to you. All Benefits not paid to the Provider will be payable to you or to your estate, or to an alternate recipient as directed by court order, except that if the person is a minor or otherwise not competent to give a valid release, Benefits may be payable to his or her parent, guardian or other person actually supporting him or her.

## **Misstatements on Application; Effect**

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the Contract and/or this EOC, all statements made by you will be deemed representations and not warranties. No such statement will be used in defense to a claim, unless it is contained in a written application.

## **Legal Actions**

No action at law or in equity will be brought to recover on the Contract prior to expiration of 60 days after proof of loss has been filed in accordance with requirements of the Contract and/or this EOC, nor will an action be brought at all unless brought within three (3) years from expiration of the time within which proof of loss is required.

## **Conformity with Applicable Laws**

All legal questions about the Contract and/or this EOC will be governed by the state of California where the Contract was entered into and is to be performed. Any part of the Contract and/or this EOC that conflicts with the laws of California, specifically Chapter 2.2 of Division 2 of the California Health and Safety Code and Chapter 1 of Division 1, of Title 28 of the California Code of Regulations, or federal law is hereby amended to conform to the minimum requirements of such laws. Any provision required to be in this Contract by either of the above shall bind Delta Dental whether or not provided in this Contract.

## **Holding Company**

Delta Dental is a member of the insurance holding company system of Delta Dental of California (the "Enterprise"). There are service agreements between and among the controlled member companies of the Enterprise. Delta Dental is a party to some of these service agreements. It is

expected that the services, which include certain ministerial tasks, will continue to be performed by these controlled member companies, which operate under strict confidentiality and/or business associate agreements. All such service agreements have been approved by the respective regulatory agencies.

### **Third Party Administrator (“TPA”)**

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

### **Organ and Tissue Donation**

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

**Attachment A**  
**Deductibles, Maximums, Contract Benefit Levels and Enrollee Coinsurances**

<b>Deductibles &amp; Maximums</b>	
<b>Annual Deductible</b>	The annual Deductible is waived for Diagnostic and Preventive Services.
Pediatric Enrollee	\$65 each Contract Year
Family	\$130 each Contract Year
<b>Out-of-Pocket Maximum*</b>	
Pediatric Enrollee	\$350 each Contract Year
Multiple Pediatric Enrollees	\$700 each Contract Year

\* Out-of-Pocket Maximum applies only to Essential Health Benefits for Pediatric Enrollees. Out-of-Pocket Maximum means the maximum amount of money that a Pediatric Enrollee must pay for covered dental services during a Contract Year provided Delta Dental PPO Providers are used. Enrollee Coinsurance and other cost sharing, including balance billed amounts, will continue to apply for covered services from Delta Dental Premier or Non-Delta Dental Providers even after the Out-of-Pocket Maximum is met.

If more than one Pediatric Enrollee is covered, the financial obligation for covered services received from Delta Dental PPO Providers is not more than the Out-of-Pocket Maximum for multiple Pediatric Enrollees. After a Pediatric Enrollee meets his or her Out-of-Pocket Maximum, a Pediatric Enrollee will not have to pay Enrollee Coinsurance for the rest of the Contract Year for covered services received from Delta Dental PPO Providers. Other covered Pediatric Enrollees must continue to pay Enrollee Coinsurance for covered services received from Delta Dental PPO Providers until the total amount paid reaches the Out-of-Pocket Maximum for multiple Pediatric Enrollees. Once the amount paid by all Pediatric Enrollees equals the Out-of-Pocket Maximum for multiple Pediatric Enrollees, no further payment will be required by any of the Pediatric Enrollees for the remainder of the Contract Year for covered services received from Delta Dental PPO Providers.

<b>Contract Benefit Levels &amp; Enrollee Coinsurances</b>		
<b>Dental Service Category</b>	<b>Delta Dental PPO<sup>1</sup></b>	
	Delta Dental <sup>2</sup>	Enrollee <sup>2</sup>
<b>Diagnostic and Preventive Services</b>	100%	0%
<b>Basic Services</b>	80%	20%
<b>Major Services</b>	50%	50%
<b>Medically Necessary Orthodontic Services (requires prior authorization)</b>	50%	50%
<b>Waiting Periods</b>	None	

<sup>1</sup>Reimbursement is based on Delta Dental PPO Contracted Fees for Delta Dental PPO, Delta Dental Premier and Non-Delta Dental Providers.

<sup>2</sup>Delta Dental will pay or otherwise discharge the Contract Benefit Level according to the Maximum Contract Allowance for covered services. Note: Delta Dental will pay the same Contract Benefit Level for covered services performed by a PPO Provider, Premier Provider and a Non-Delta Dental Provider. However, the amount charged to Enrollees for covered services performed by a Premier Provider or Non-Delta Dental Provider may be above that accepted by PPO Providers, and Enrollees will be responsible for balance billed amounts.

## **Attachment B Services, Limitations and Exclusions**

### ***Description of Dental Services***

Delta Dental will pay or otherwise discharge the Contract Benefit Level shown in Attachment A for Essential Health Benefits when provided by a Provider and when necessary and customary under generally accepted dental practice standards and for medically necessary Orthodontic Services. Orthodontic treatment is a benefit of this dental plan only when medically necessary as evidenced by a severe handicapping malocclusion and when a prior authorization is obtained. Severe handicapping malocclusion is not a cosmetic condition. Teeth must be severely misaligned causing functional problems that compromise oral and/or general health. Benefits for medically necessary orthodontics will be provided in periodic payments based on continued enrollment.

- **Diagnostic and Preventive Services**

- (1) Initial and periodic oral examinations;
- (2) Consultations, including specialist consultations;
- (3) Topical fluoride treatment;
- (4) Preventive dental education and oral hygiene instruction;
- (5) Roentgenology (x-rays);
- (6) Prophylaxis services (cleanings);
- (7) Dental sealant treatments; and
- (8) Space Maintainers, including removable acrylic and fixed band type.

- **Basic Services**

- (1) Restorations which includes the following:
  - a) Amalgam, composite resin, acrylic, synthetic or plastic restorations for the treatment of caries;
  - b) Micro filled resin restorations which are non-cosmetic;
  - c) Replacement of a restoration;
  - d) Use of pins and pin build-up in conjunction with a restoration; and
  - e) Sedative base and sedative fillings;
  - f) Prefabricated acrylic and stainless steel crowns.
- (2) Other dental benefits which includes the following:
  - a) Local anesthetics;
  - b) Oral sedatives when dispensed in a dental office by a practitioner acting within the scope of their licensure;
  - c) Nitrous oxide when dispensed in a dental office by a practitioner acting within the scope of their licensure; and
  - d) Emergency treatment, palliative treatment.

- **Major Services**

- (1) Oral Surgery which includes the following:
  - a) Extractions, including surgical extractions;
  - b) Removal of impacted teeth;
  - c) Biopsy of oral tissues;
  - d) Alveolectomies;
  - e) Excision of cysts and neoplasms;
  - f) Treatment of palatal torus;
  - g) Treatment of mandibular torus;
  - h) Frenectomy;
  - i) Incision and drainage of abscesses;
  - j) Post-operative services, including exams, suture removal and treatment of complications; and
  - k) Root recovery (separate procedure).
- (2) Endodontic which includes the following:
  - a) Direct pulp capping;
  - b) Pulpotomy and vital pulpotomy;
  - c) Apexification filling with calcium hydroxide;
  - d) Root amputation;
  - e) Root canal therapy, including culture canal and limited retreatment of previous root canal therapy;

- f) Apicoectomy; and
  - g) Vitality tests.
- (3) Periodontics which includes the following:
- a) Emergency treatment, including treatment for periodontal abscess and acute periodontitis;
  - b) Periodontal scaling and root planing, and subgingival curettage;
  - c) Gingivectomy; and
  - d) Osseous or muco-gingival surgery.
- (4) Crowns and Fixed Bridges which includes the following:
- a) Crowns, including those made of acrylic, acrylic with metal, porcelain, porcelain with metal, full metal, gold onlay or three quarter crown;
  - b) Related dowel pins and pin build-up;
  - c) Fixed bridges, which are cast, porcelain baked with metal, or plastic processed to gold;
  - d) Recementation of crowns, bridges, inlays and onlays;
  - e) Cast post and core, including cast retention under crowns; and
  - f) Repair or replacement of crowns, abutments or pontics.
- (5) Removable Prosthetics which includes the following:
- a) Dentures, full maxillary, full mandibular, partial upper, partial lower, teeth, clasps and stress breakers;
  - b) Office or laboratory relines or rebases;
  - c) Denture repair;
  - d) Denture adjustment;
  - e) Tissue conditioning;
  - f) Denture duplication; and
  - g) Stayplates.

### **Limitations**

- **All Services**

Services that are more expensive than the form of treatment customarily provided under accepted dental practice standards are called "Optional Services". Optional Services also include the use of specialized techniques instead of standard procedures.

If an Enrollee receives Optional Services, an alternate Benefit will be allowed, which means Delta Dental will base Benefits on the lower cost of the customary service or standard practice instead of on the higher cost of the Optional Service. The Enrollee will be responsible for the difference between the higher cost of the Optional Service and the lower cost of the customary service or standard procedure.

Claims shall be processed in accordance with Delta Dental's standard processing policies. The processing policies may be revised from time to time; therefore, Delta Dental shall use the processing policies that are in effect at the time the claim is processed. Delta Dental may use dentists (dental consultants) to review treatment plans, diagnostic materials and/or prescribed treatments to determine generally accepted dental practices and to determine if treatment has a favorable prognosis.

If a primary dental procedure includes component procedures that are performed at the same time as the primary procedure, the component procedures are considered to be part of the primary procedure for purposes of determining the benefit payable under this Contract. If the Provider bills separately for the primary procedure and each of its component parts, the total benefit payable for all related charges will be limited to the maximum benefit payable for the primary procedure.

- **Diagnostic and Preventive Services**

- (1) Roentgenology (x-rays) is limited as follows:
- a) Bitewing x-rays in conjunction with periodic examinations are limited to one (1) series of four (4) films in any six (6) consecutive month period. Isolated bitewing or periapical films are allowed on an emergency or episodic basis.
  - b) Full mouth x-rays in conjunction with periodic examinations are limited to once every twenty-four (24) consecutive months.
  - c) Panoramic film x-rays are limited to once every twenty-four (24) consecutive months.
  - d) Prophylaxis services (cleanings) are limited to two (2) in a twelve (12)-month period.
  - e) Dental sealant treatments are limited to only permanent first and second molars.

- **Basic Services**

(1) Restorations are limited as follows:

- a) Treatment of caries for a tooth that can be restored with amalgam, composite resin, acrylic, synthetic, plastic restorations or prefabricated acrylic or stainless steel crowns. Only acrylic crowns and stainless steel crowns are a benefit for children under twelve (12) years of age. If other types of crowns are chosen as an optional benefit for children under twelve (12) years of age, the covered dental benefit level will be that of an acrylic crown. Any other restoration such as a crown or jacket is considered an Optional Service.
- b) Composite resin or acrylic restorations in posterior teeth are Optional Services.
- c) Replacement of a restoration is covered only when it is defective (as evidenced by conditions such as recurrent caries or fracture) and replacement is dentally necessary.

- **Major Services**

(1) Oral Surgery benefit is limited as follows:

- a) The surgical removal of impacted teeth is a covered benefit only when evidence of pathology exists.

(2) Endodontics - Root canal therapy, including culture canal, is limited as follows:

- a) Retreatment of root canals is a covered benefit only if clinical or radiographic signs of abscess formation are present and/or the patient is experiencing symptoms.
- b) Removal or retreatment of silver points, overfills, underfills, incomplete fills, or broken instruments lodged in a canal, in the absence of pathology, is not a covered benefit.

(3) Periodontics benefit is limited as follows:

- a) Periodontal scaling and root planing, and subgingival curettage are limited to five (5) quadrant treatments in any twelve (12) consecutive months.

(4) Crown benefit is limited as follows:

- a) Replacement of each unit is limited to once every thirty-six (36) consecutive months, except when the crown is no longer functional as determined by the dental plan.
- b) Crowns will be covered only if there is not enough retentive quality left in the tooth to hold a filling. For example, if the buccal or lingual walls are either fractured or decayed to the extent that they will not hold a filling.
- c) Veneers posterior to the second bicuspid are considered optional. An allowance will be made for a cast full crown.

(5) The Fixed Bridge benefit is limited as follows:

- a) Fixed bridges will be used only when a partial cannot satisfactorily restore the case. If fixed bridges are used when a partial could satisfactorily restore the case, it is considered an Optional Service.
- b) A fixed bridge is covered when it is necessary to replace a missing permanent anterior tooth in a person sixteen (16) years of age or older and the patient's oral health and general dental condition permits. For children under the age of sixteen (16), it is considered an Optional Service. If performed on a Enrollee under the age of sixteen (16), the applicant must pay the difference in cost between the fixed bridge and a space maintainer.
- c) Fixed bridges used to replace missing posterior teeth are considered an Optional Service when the abutment teeth are dentally sound and would be crowned only for the purpose of supporting a pontic.
- d) Fixed bridges are an Optional Service when provided in connection with a partial denture on the same arch.
- e) Replacement of an existing fixed bridge is covered only when it cannot be made satisfactory by repair.
- f) The program allows up to five (5) units of crown or bridgework per arch. Upon the sixth unit, the treatment is considered full mouth reconstruction. Full mouth reconstruction is considered an Optional Service.

(6) Removable Prosthetic benefit is limited as follows:

- a) Partial dentures will not be replaced within thirty-six (36) consecutive months, unless:
  - i. It is necessary due to natural tooth loss where the addition or replacement of teeth to the existing partial is not feasible; or
  - ii. The denture is unsatisfactory and cannot be made satisfactory.
- b) The covered dental benefit for partial dentures will be limited to the charges for a cast chrome or acrylic denture if this would satisfactorily restore an arch. More elaborate or precision appliances, if chosen by the patient and the Provider, and are not necessary to satisfactorily restore an arch are considered Optional Services. A removable partial denture is considered an adequate restoration of a case when teeth are missing on both sides of the dental arch. Other treatments of such cases are considered Optional Services.
- c) Full upper and/or lower dentures are not to be replaced within thirty-six (36) consecutive months unless the existing denture is unsatisfactory and cannot be made satisfactory by relines or repair.
- d) The covered dental benefit for complete dentures will be limited to the benefit level for a standard procedure. More personalized or specialized treatment chosen by the patient and the Provider are considered Optional Services.
- e) Office or laboratory relines or rebases are limited to one (1) per arch in any twelve (12) consecutive months.

- f) Tissue conditioning is limited to two (2) per denture.
- g) Implants are considered an Optional Service.
- h) Stayplates are a benefit only when used as anterior space maintainers for children.

- **Medically Necessary Orthodontic Services**

- (1) Limitations on Orthodontic Services

- a) Services are limited to medically necessary orthodontics when provided by a Provider and when necessary and customary under generally accepted dental practice standards. Orthodontic treatment is a benefit of this dental plan only when medically necessary as evidenced by a severe handicapping malocclusion and when a prior authorization is obtained.
- b) Orthodontic procedures are a benefit only when the diagnostic casts verify a minimum score of 26 points on the Handicapping Labio-Lingual Deviation (HLD) Index or one of the automatic qualifying conditions below exist.
- c) The automatic qualifying conditions are:
  - i. Cleft palate deformity. If the cleft palate is not visible on the diagnostic casts written documentation from a credentialed specialist shall be submitted, on their professional letterhead, with the prior authorization request,
  - ii. A deep impinging overbite in which the lower incisors are destroying the soft tissue of the palate,
  - iii. A crossbite of individual anterior teeth causing destruction of soft tissue,
  - iv. Severe traumatic deviation.
- d) The following documentation must be submitted with the request for prior authorization of services by the Provider:
  - i. ADA 2006 or newer claim form with service code(s) requested;
  - ii. Diagnostic study models (trimmed) with bite registration; or OrthoCad equivalent;
  - iii. Cephalometric radiographic image or panoramic radiographic image;
  - iv. HLD score sheet completed and signed by the Orthodontist; and
  - v. Treatment plan.
- e) The allowances for comprehensive orthodontic treatment procedures (D8080, D8090) include all appliances, adjustments, insertion, removal and post treatment stabilization (retention). No additional charge to the Enrollee is permitted.
- f) Comprehensive orthodontic treatment includes the replacement, repair and removal of brackets, bands and arch wires by the original Provider.
- g) Orthodontic procedures are benefits for medically necessary handicapping malocclusion, cleft palate and facial growth management cases for Enrollees under the age of 19 and shall be prior authorized.
- h) Only those cases with permanent dentition shall be considered for medically necessary handicapping malocclusion, unless the Enrollee is age 13 or older with primary teeth remaining. Cleft palate and craniofacial anomaly cases are a benefit for primary, mixed and permanent dentitions. Craniofacial anomalies are treated using facial growth management.
- i) All necessary procedures that may affect orthodontic treatment shall be completed before orthodontic treatment is considered.
- j) When specialized orthodontic appliances or procedures chosen for aesthetic considerations are provided, Delta Dental will make an allowance for the cost of a standard orthodontic treatment. The Enrollee is responsible for the difference between the allowance made towards the standard orthodontic treatment and the dentist's charge for the specialized orthodontic appliance or procedure.
- k) Repair and replacement of an orthodontic appliance inserted under this dental plan that has been damaged, lost, stolen, or misplaced is not a covered service.

### **Exclusions**

#### **Delta Dental does not pay Benefits for:**

- (1) services that are not Essential Health Benefits.
- (2) any service that is not specifically listed as a covered benefit.
- (3) services not necessary to the Enrollee's dental health as determined by the attending Provider.
- (4) procedures, appliances, or restorations to correct congenital or developmental malformations are not covered benefits unless specifically listed in the Description of Dental Services section.
- (5) treatment of injuries or illness covered by workers' compensation or employers' liability laws; services received without cost from any federal, state or local agency, unless this exclusion is prohibited by law.
- (6) cosmetic surgery or procedures for purely cosmetic reasons.

- (7) maxillofacial prosthetics.
- (8) services for congenital (hereditary) or developmental (following birth) malformations, including but not limited to cleft palate, upper and lower jaw malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth) and anodontia (congenitally missing teeth), except those services provided to children for medically diagnosed congenital defects or birth abnormalities.
- (9) treatment to stabilize teeth, treatment to restore tooth structure lost from wear, erosion, or abrasion or treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion. Examples include but are not limited to: equilibration, periodontal splinting, or complete occlusal adjustments.
- (10) any Single Procedure provided prior to the date the Enrollee became eligible for services under this plan.
- (11) prescribed drugs, medication, pain killers, antimicrobial agents, or experimental/investigational procedures.
- (12) charges for anesthesia, other than general anesthesia and IV sedation administered by a Provider in connection with covered oral surgery or selected endodontic and periodontal surgical procedures.
- (13) extraoral grafts (grafting of tissues from outside the mouth to oral tissues).
- (14) laboratory processed crowns for Enrollees under age 12.
- (15) fixed bridges and removable partials for Enrollees under age 16.
- (16) interim implants.
- (17) indirectly fabricated resin-based Inlays/Onlays.
- (18) charges by any hospital or other surgical or treatment facility and any additional fees charged by the Provider for treatment in any such facility.
- (19) major surgery for fractures and dislocations.
- (20) loss or theft of dentures or bridgework.
- (21) malignancies.
- (22) additional treatment costs incurred because a dental procedure is unable to be performed in the Provider's office due to the general health and physical limitations of the Enrollee.
- (23) the cost of precious metals used in any form of covered Benefits.
- (24) treatment by someone other than a Provider or a person who by law may work under a Provider's direct supervision.
- (25) charges incurred for oral hygiene instruction, a plaque control program, preventive control programs including home care times, dietary instruction, x-ray duplications, cancer screening, tobacco counseling or broken appointments are not separately payable procedures.
- (26) dental practice administrative services including, but not limited to, preparation of claims, any non-treatment phase of dentistry such as provision of an antiseptic environment, sterilization of equipment or infection control, or any ancillary materials used during the routine course of providing treatment such as cotton swabs, gauze, bibs, masks or relaxation techniques such as music.
- (27) procedures having a questionable prognosis based on a dental consultant's professional review of the submitted documentation.
- (28) any tax imposed (or incurred) by a government, state or other entity, in connection with any fees charged for Benefits provided under the Contract, will be the responsibility of the Enrollee and not a covered Benefit.
- (29) Deductibles and/or any service not covered under the dental plan.
- (30) services covered under the dental plan but exceed Benefit limitations or are not in accordance with processing policies in effect at the time the claim is processed.
- (31) the initial placement of any prosthodontic appliance or implants, unless such placement is needed to replace one or more natural, permanent teeth extracted while the Enrollee is covered under the Contract or was covered under any dental care plan with Delta Dental. The extraction of a third molar (wisdom tooth) will not qualify under the above. Any such denture or fixed bridge must include the replacement of the extracted tooth or teeth.

- (32)services for any disturbance of the temporomandibular (jaw) joints (TMJ) or associated musculature, nerves and other tissues.
- (33)endodontic endosseous implant.
- (34)the surgical removal of implants.
- (35)services for Orthodontic treatment (treatment of malocclusion of teeth and/or jaws) except medically necessary Orthodontics provided a prior authorization is obtained.

**Information Concerning Benefits for  
Delta Dental Group – Delta Dental PPO – Children’s Dental PPO**

**THIS MATRIX IS INTENDED TO BE USED TO COMPARE COVERAGE BENEFITS AND IS A SUMMARY ONLY. THE COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF PROGRAM BENEFITS AND LIMITATIONS.**

<b>(A) Deductibles</b>	\$ 65 per annum per Pediatric Enrollee each Contract Year \$130 per annum per Family each Contract Year	
<b>(B) Lifetime Maximums</b>	None	
<b>Annual Out-of-Pocket Maximum for Delta Dental PPO<sup>SM</sup> Providers*</b>	Individual Multiple Child	\$350 each Contract Year \$750 each Contract Year
<b>(C) Professional Services</b>	<b>Policy Benefit Levels</b>	
<b>Dental Service Category:</b>	<b>Delta Dental PPO Providers<sup>†</sup></b>	<b>Delta Dental Premier<sup>®</sup> and Non-Delta Dental Providers<sup>†</sup></b>
Delta Dental will pay or otherwise discharge the Policy Benefit Levels according to the Maximum Contract Allowance for the following services:		
<b>Diagnostic and Preventive Services</b>	100%	100%
<b>Basic Services</b>	80%	80%
<b>Major Services</b>	50%	50%
<b>Medically Necessary Orthodontic Services</b>	50%	50%
<b>(D) Outpatient Services</b>	Not Covered	
<b>(E) Hospitalization Services</b>	Not Covered	
<b>(F) Emergency Dental Coverage</b>	Benefits for Emergency Services by an Out-of-Network Provider are limited to necessary care to stabilize the Enrollee's condition and/or provide palliative relief.	
<b>(G) Ambulance Services</b>	Not Covered	
<b>(H) Prescription Drug Coverage</b>	Not Covered	
<b>(I) Durable Medical Equipment</b>	Not Covered	
<b>(J) Mental Health Services</b>	Not Covered	
<b>(K) Chemical Dependency Services</b>	Not Covered	
<b>(L) Home Health Services</b>	Not Covered	
<b>(M) Other</b>	Not Covered	

\* Out-of-Pocket Maximum applies only to Essential Health Benefits for Pediatric Enrollees. Out-of-Pocket Maximum means the maximum amount of money that a Pediatric Enrollee must pay for covered dental services during a Contract Year provided Delta Dental PPO Providers are used. Enrollee Coinsurance and other cost sharing, including balance billed amounts, will continue to apply for covered services from Delta Dental Premier or Non-Delta Dental Providers even after the Out-of-Pocket Maximum is met.

If more than one Pediatric Enrollee is covered, the financial obligation for covered services received from Delta Dental PPO Providers is not more than the Out-of-Pocket Maximum for multiple Pediatric Enrollees. After a Pediatric Enrollee meets his or her Out-of-Pocket Maximum, a Pediatric Enrollee will not have to pay Enrollee Coinsurance for the rest of the Contract Year for covered services received from Delta Dental PPO Providers. Other covered Pediatric Enrollees must continue to pay Enrollee Coinsurance for covered services received from Delta Dental PPO Providers until the total amount paid reaches the Out-of-Pocket Maximum for multiple Pediatric Enrollees. Once the amount paid by all Pediatric Enrollees equals the Out-of-Pocket Maximum for multiple Pediatric Enrollees, no further payment will be required by any of the Pediatric Enrollees for the remainder of the Contract Year for covered services received from Delta Dental PPO Providers.

† Reimbursement is based on Delta Dental PPO Contracted Fees for Delta Dental PPO, Delta Dental Premier and Non-Delta Dental Providers.

## HIPAA Notice of Privacy Practices

### **Confidentiality of your health care information**

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

This notice is required by law to inform you of how Delta Dental and its affiliates ("Delta Dental") protect the confidentiality of your health care information in our possession. Protected Health Information (PHI) is defined as individually identifiable information regarding a patient's health care history, mental or physical condition or treatment. Some examples of PHI include your name, address, telephone and/or fax number, electronic mail address, social security number or other identification number, date of birth, date of treatment, treatment records, x-rays, enrollment and claims records. Delta Dental receives, uses and discloses your PHI to administer your benefit plan or as permitted or required by law. Any other disclosure of your PHI without your authorization is prohibited.

We follow the privacy practices described in this notice and federal and state privacy requirements that apply to our administration of your benefits. Delta Dental reserves the right to change our privacy practice effective for all PHI maintained. We will update this notice if there are material changes and redistribute it to you within 60 days of the change to our practices. We will also promptly post a revised notice on our website. A copy may be requested anytime by contacting the address or phone number at the end of this notice. You should receive a copy of this notice at the time of enrollment in a Delta Dental program and will be informed on how to obtain a copy at least every three years.

### **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 about yourself, or for purposes of health care treatment, payment of claims, billing of premiums, and other health care operations. 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 also disclose PHI to third party affiliates that perform services for Delta Dental to administer your benefits. As permitted by law, we may disclose PHI to third-party affiliates that perform services for Delta Dental to administer your benefits, and who have signed a contract agreeing to

protect the confidentiality of your PHI, and have implemented privacy policies and procedures that comply with applicable federal and state law.

Some examples of disclosure and use for treatment, payment or operations 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. Some other examples are:

- Uses and/or disclosures of PHI in facilitating treatment. *For example, Delta Dental may use or disclose your PHI to determine eligibility for services requested by your provider.*
- Uses and/or disclosures of PHI for payment. *For example, Delta Dental may use and disclose your PHI to bill you or your plan sponsor.*
- Uses and/or disclosures of PHI for health care operations. *For example, Delta Dental may use and disclose your PHI to review the quality of care provided by our network of providers.*

#### **Other 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 law, and when otherwise required by law. Delta Dental 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 Delta Dental makes with your authorization**

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

## **Your rights regarding PHI**

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

You may access your PHI by contacting Delta Dental at the address at the bottom of this notice. You must include (1) your name, address, telephone number and identification number, and (2) the PHI you are requesting. Delta Dental may charge a reasonable fee for providing you copies of your PHI. Delta Dental will only maintain that PHI that we obtain or utilize in providing your health care benefits. Most PHI, such as treatment records or x-rays, is returned by Delta Dental to the dentist after we have completed our review of that information. You may need to contact your health care provider to obtain PHI that Delta Dental does not possess.

You may not inspect or copy PHI compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, or PHI that is otherwise not subject to disclosure under federal or state law. In some circumstances, you may have a right to have this decision reviewed. Please contact Delta Dental as noted below if you have questions about access to your PHI.

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

You have the right to ask that we limit how we use and disclose your PHI, 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. If we accept your request, we will put our understanding in writing.

### **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. If your PHI was sent to us by another, we may refer you to that person to amend your PHI. For example, we may refer you to your dentist to amend your treatment chart or to your employer, if applicable, to amend your enrollment information. Please contact the privacy office as noted below if you have questions about amending your PHI.

**You have the right to opt-out of Delta Dental using your PHI for fundraising and marketing.**

Delta Dental does not use your PHI for either marketing or fundraising purposes. If we change our practice, we must give you the opportunity to opt-out.

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

Alternate or confidential communication is available if disclosure of your PHI to the address on file could endanger you. You may be required to provide us with a statement of possible danger, as well as specify a different address or another method of contact. Please make this request in writing to the address noted at the end of this notice.

**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. Please contact us at the number at the end of this notice if you would like to receive an accounting of disclosures or if you have questions about this right.

**You have the right to get this notice by e-mail.**

A copy of this notice is posted on the Delta Dental website. You may also request an email copy or paper copy of this notice by calling our Customer Service number listed at the bottom of this notice.

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

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

**Complaints**

You may file a complaint to Delta Dental and/or to the U. S. Secretary of Health and Human Services if you believe Delta Dental has violated your privacy rights. Complaints to Delta Dental

may be filed by notifying the contact below. We will not retaliate against you for filing a complaint.

## Contacts

You may contact Delta Dental at 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  
P.O. Box 997330  
Sacramento, CA 95899-7330

This notice is effective on and after July 1, 2013.

## Language Assistance

**IMPORTANT:** Can you read this document? If not, we can have somebody help you read it. For free help, please call Delta Dental at 800-765-6003. You may also be able to receive this document in Spanish or Chinese.

**IMPORTANTE:** ¿Puede leer este documento? Si no, podemos ayudarle. Para obtener ayuda gratis, llame a Delta Dental at 800-765-6003. También puede recibir este documento en español o chino.

重要通知：您能讀這份文件嗎？如有問題，我們可請他人協助您。如需免費協助，請電 Delta Dental 800-765-6003。您也能取得這份文件的西班牙文或中文譯本。

## Delta Dental and its Affiliates

Delta Dental of California offers and administers fee-for-service dental programs for groups headquartered in the state of California.

Delta Dental of New York offers and administers fee-for-service programs in New York.

Delta Dental of Pennsylvania and its affiliates offer and administer fee for-service dental programs in Delaware, Maryland, Pennsylvania, West Virginia and the District of Columbia. Delta Dental of Pennsylvania's affiliates are Delta Dental of Delaware; Delta Dental of the District of Columbia and Delta Dental of West Virginia.

Delta Dental Insurance Company offers and administers fee-for-service dental programs to groups headquartered or located in Alabama, Florida, Georgia, Louisiana, Mississippi, Montana, Nevada, Texas and Utah and vision programs to groups headquartered in West Virginia.

DeltaCare USA is underwritten in these states by these entities: AL — Alpha Dental of Alabama, Inc.; AZ — Alpha Dental of Arizona, Inc.; CA — Delta Dental of California; AR, CO, IA, ME, MI, NC, NH, OK, OR, RI, SC, SD, VT, WA, WI, WY — Dentegra Insurance Company; AK, CT, DC, DE, FL, GA, KS, LA, MS, MT, TN and 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; VA — Delta Dental of Virginia. Delta Dental Insurance Company acts as the DeltaCare USA administrator in all these states. These companies are financially responsible for their own products. Dentegra Insurance Company.

## Summary of Changes to this notice (effective July 1, 2013):

- Updated contact information (mailing address and phone number)
- Updated Delta Dental's duty to notify affected individuals if a breach of their unsecured PHI occurs

- Clarified that Delta Dental does not and will not sell your information without your express written authorization
- Clarified several instances where the law requires individual authorization to use and disclose information (e.g., fundraising and marketing as noted above)