

DeltaCare® USA

Dental Health Care Program for
Eligible Employees and Dependents

Combined Evidence of Coverage and Disclosure Form

The University of Texas System

Provided by:

Alpha Dental Programs, Inc.
1701 Shoal Creek
Suite 240
Highland Village, TX 75077

Administered by:

Delta Dental Insurance Company
P.O. Box 1803
Alpharetta, GA 30023
800-893-3582

deltadentalins.com/universityoftexas

EVIDENCE OF COVERAGE DISCLOSURE FORM

Dental HMO Program

This booklet is a Combined Evidence of Coverage and Disclosure Form (“EOC”) for your Dental HMO Program (“Program”) provided by:

Alpha Dental Programs, Inc. (“Alpha”) dba DeltaCare
A Single Service Health Maintenance Organization (“HMO”)
1701 Shoal Creek, Suite 240
Highland Village, TX 75077
800-893-3582

The Program has been established and is administered in accordance with the provisions of a Group Dental Service Contract (“Contract”) issued by Alpha.

Administrative functions described throughout this booklet may be performed by Delta Dental Insurance Company (“Delta Dental”), as designated by Alpha.

This EOC describes the provisions of the contract between your Group and Alpha. THE EOC CONSTITUTES ONLY A SUMMARY OF THE PROGRAM. THE CONTRACT MUST BE CONSULTED TO DETERMINE THE EXACT TERMS AND CONDITIONS OF COVERAGE. A COPY OF THE CONTRACT WILL BE FURNISHED UPON REQUEST. ANY DIRECT CONFLICT BETWEEN THE CONTRACT AND THE EOC WILL BE RESOLVED ACCORDING TO THE TERMS WHICH ARE MOST FAVORABLE TO YOU.

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW HOW TO OBTAIN DENTAL BENEFITS.

The telephone number where you may obtain information about benefits is 800 893-3582. These calls will be answered by Alpha’s Administrator, Delta Dental.

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Definitions

As used in this booklet:

Administrator means Delta Dental Insurance Company ("Delta Dental"), operating as an Administrator in the State of Texas. Administrative functions described in the Contract and in this booklet may be performed by Delta Dental, as designated by Alpha. The mailing address for Delta Dental is P.O. Box 1803, Alpharetta, GA 30023. Delta Dental will answer calls directed to 800-893-3582.

Benefits means those dental services available under the terms of the Group Dental Service Contract and described in this booklet.

Client means the applicant (employer or other organization) contracting to obtain Benefits for Eligible Enrollees.

Contract Dentist means a Dentist who provides services in general dentistry, and who has agreed to provide Benefits to Enrollees under this Program.

Contract Orthodontist means a Dentist who specializes in orthodontics, and who has agreed to provide Benefits to Enrollees under this Program.

Contract Specialty Care Dentist means a Dentist who provides Specialized Services, and has agreed to provide Benefits to Enrollees under this Program.

Copayment means the amount charged to an Enrollee by a Dentist for the Benefits provided under this Program.

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

Eligible Dependent means a dependent of an Eligible Employee or an Eligible Retiree who is eligible for Benefits as described by the Client.

Eligible Employee means an employee who is eligible for Benefits as described by the Client.

Eligible Person means an Eligible Employee, an Eligible Dependent, an Eligible Retiree or a surviving dependent (spouse or child(ren)) of an Eligible Employee or Eligible Retiree.

Eligible Retiree means a retiree of The University of Texas System eligible for Benefits as described by the Client

Emergency Dental Services means procedures administered in a Dentist's facility, emergency dental clinic, or other comparable facility, to evaluate and stabilize dental conditions of a recent onset and severity accompanied by excessive bleeding, severe pain, or acute infection that would lead a prudent layperson possessing an average knowledge of dentistry to believe that immediate care is needed.

Enrollee means an Eligible Person enrolled to receive Benefits.

Open Enrollment Period means the period preceding the date of commencement of the contract term or a period as otherwise requested by the Client and agreed to by Alpha.

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

Preauthorization means the process by which Alpha determines if a procedure or treatment is a referable Benefit under the Enrollee's plan.

Primary Enrollee means an Eligible Employee, an Eligible Retiree or a surviving dependent of an Eligible Employee or Eligible Retiree enrolled to receive Benefits.

Service Area means the State of Texas, except for the following counties:

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

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

We, Us or Our means Alpha or the Administrator, as appropriate.

Eligibility for Benefits

Eligible Employees, Retirees and Dependents receive Benefits effective the first day of enrollment in the Program. Subject to cancellation or a qualified status change event as provided under this Program, enrollment of Eligible Employees Retirees and Dependents is for a minimum period of one year.

You are eligible to enroll as an Eligible Employee if you meet the eligibility requirements defined by the Client.

For the purposes of this Program, the term Eligible Employee will also include those individuals who are no longer an employee of the Client, but who are covered under the Consolidated Omnibus Budget Reconciliation Act (COBRA). You may apply for coverage for yourself (or for yourself and your dependents) on or before your eligibility date, within 31 days of your eligibility date or during the annual Open Enrollment Period.

You are eligible to receive the Benefits described in this booklet if you are a former employee of the Client who meets all eligibility as determined by the Client and has retired under the:

- 1) Teacher Retirement System of Texas;
- 2) Employees Retirement System of Texas; or
- 3) Optional Retirement Program.

Eligible Dependents include:

- 1) your spouse as defined by the Texas Family Code;
- 2) your child(ren) to age 26, including stepchildren, and adopted children;
- 3) your grandchildren to age 26, provided the child meets the requirements which includes proof that you claim the child as your dependent for federal tax purposes;
- 4) certain children over age 26, who are determined by the Client to be medically incapacitated and are unable to provide their own support; and
- 5) children for whom you are named a legal guardian by a court or who are the subject of a medical support order requiring such coverage.

Eligible Dependents become eligible on:

- 1) the date you are eligible for coverage;
- 2) as soon as an Eligible Dependent becomes your dependent, or at any time subject to a change in legal custody or lawful order to provide Benefits.

Newborn children (including newborn adopted children) are covered from and after the moment of birth. Notice of birth must be received within 31 days after the date of birth for coverage to continue beyond 31 days.

Dependents in active military service are not eligible. No Eligible Dependent may be enrolled under more than one Eligible Person. Medicare eligibility shall not affect the eligibility of an Eligible Employee, Retiree, or Dependent.

You must live or work in Alpha's Service Area. The permanent legal residence of any enrolled dependent must be the same as yours, or you must live or work in the Service Area and the residence of any enrolled dependent must be:

- 1) in Alpha's Service Area with the person having temporary or permanent conservatorship or guardianship of such dependents, where you have legal responsibility for the health care of such dependents; or
- 2) in Alpha's Service Area under other circumstances where you are legally responsible for the health care of such dependents; or
- 3) in Alpha's Service Area with your spouse; or
- 4) anywhere in the United States for a child whose coverage under the Program is required by a medical support order.

Premiums

This Program requires premiums to be paid to us. If you are required to pay all or any portion of the premiums, you will be advised of the amount prior to enrollment and it will be deducted from your earnings by payroll deduction, or you will be requested to pay it directly. The Client will be responsible for sending all payments of premiums to us except payments you are requested to pay directly. Should you voluntarily cancel enrollment and subsequently desire to reenroll, all Client enrollment requirements will apply.

How to use the Program - Choice of Contract Dentist

To enroll in this Program, you must select a Contract Dentist for both yourself and any Dependent Enrollee from the list of Contract Dentists furnished during the enrollment process. If you fail to select a Contract Dentist or the Contract Dentist selected becomes unavailable, we will request the selection of another Contract Dentist or assign you to a Contract Dentist. You may change your assigned Contract Dentist by directing a request to the Customer Service department at 800-893-3582. In order to ensure that your Contract Dentist is notified and our eligibility lists are correct, changes in

Contract Dentists must be requested prior to the 21st of the month for changes to be effective the first day of the following month.

Shortly after enrollment you will receive a membership packet that tells you the effective date of your Program and the address and telephone number of your Contract Dentist. After the effective date in your membership packet, you may obtain dental services which are Benefits. To make an appointment, simply call your Contract Dentist's facility and identify yourself as an Enrollee in this Program. Initial appointments should be scheduled within three weeks unless a specific time has been requested. Your assigned Contract Dentist also maintains a 24-hour emergency services system seven days a week. Inquiries regarding availability of appointments and accessibility of Dentists should be directed to the Customer Service department at 800-893-3582.

EACH ENROLLEE MUST GO TO HIS OR HER ASSIGNED CONTRACT DENTIST TO OBTAIN COVERED SERVICES, EXCEPT FOR INCOMPLETE SERVICES IN CONNECTION WITH A DENTAL OR ORTHODONTIC PROCEDURE STARTED BEFORE THE ENROLLEE'S ELIGIBILITY WITH THIS PROGRAM AS DESCRIBED BELOW, SERVICES PROVIDED BY A CONTRACT SPECIALITY CARE DENTIST OR FOR EMERGENCY DENTAL SERVICES. (REFER TO SCHEDULE A). ANY OTHER TREATMENT PROVIDED BY AN OUT-OF-NETWORK DENTIST (UNLESS EXPRESSLY AUTHORIZED BY ALPHA) IS NOT COVERED UNDER THIS PROGRAM.

Upon request of a newly covered Enrollee, we will provide Benefits for the completion of covered services begun prior to the time his or her coverage became effective. We will not provide coverage for incomplete services that are not otherwise Benefits under the terms and conditions of the Contract. New Enrollees may request completion of treatment in progress by calling the Customer Service department at 800-893-3582 during normal business hours, or by sending us a written request.

Whenever possible, an Enrollee should complete treatment in progress with the Dentist who initiated the service. If the Dentist is an out-of-network Dentist, that Dentist must agree to the same terms and conditions that apply to an in-network Dentist in order for us to provide Benefits. Copayments and other cost sharing components will apply. Benefits may be adjusted so that the total paid by the Enrollee and/or coverage provided by all plans is not more than 100 percent of total Allowable Expenses (as defined under *Coordination of Benefits*).

Should the Enrollee be unable to complete treatment with the Dentist who initiated the service, we will make reasonable and appropriate arrangements for completion of such treatment by a Contract Dentist.

If your assigned Contract Dentist's agreement with Alpha terminates, that Contract Dentist will complete (a) a partial or full denture for which final impressions have been taken, and (b) all work on every tooth upon which work has started (such as completion of root canals in progress and delivery of crowns when teeth have been prepared).

Benefits, Limitations and Exclusions

This Program provides the Benefits described in the *Description of Benefits and Copayments* subject to the *Limitations and Exclusions*. The services are performed as deemed appropriate by your attending Contract Dentist. A Contract Dentist may provide services either personally or through associated dentists, technicians or hygienists who may lawfully perform the services.

Copayments and Other Charges

You are required to pay any Copayments listed in the *Description of Benefits and Copayments* directly to the Dentist who provides treatment.

Emergency Dental Services

You should contact your Contract Dentist for Emergency Dental Services for covered dental procedures whenever possible. If you require Emergency Dental Services and are unable to reach your Contract Dentist, you should call Customer Service at 800-893-3582 for assistance in obtaining urgent care; or during non-business hours, you may seek immediate treatment from another Dentist and we will reimburse you for the cost of Emergency Dental Services which exceeds your Copayment(s). Emergency Dental Services are limited to listed procedures and as described in code D9110 "Palliative (emergency) treatment of dental pain." Further treatment must be obtained from the assigned Contract Dentist. (Refer to *Schedule A*).

Specialized Services

Specialized Services for oral surgery, endodontics, periodontics or pediatric dentistry must be referred by the assigned Contract Dentist. The Enrollee will pay for all Specialized Services, which are

Benefits provided by a Contract Specialty Care Dentist, directly to the Contract Specialty Care Dentist.

IF YOU REQUIRE SPECIALIZED SERVICES AND THERE IS NO CONTRACT SPECIALTY CARE DENTIST TO PROVIDE THESE SERVICES WITHIN 35 MILES OF YOUR HOME ADDRESS, YOUR ASSIGNED CONTRACT DENTIST MUST RECEIVE AUTHORIZATION FROM US TO REFER YOU TO AN OUT-OF-NETWORK DENTIST TO PROVIDE THE SPECIALIZED SERVICES. SPECIALIZED SERVICES PERFORMED BY AN OUT-OF-NETWORK DENTIST THAT ARE NOT AUTHORIZED ARE NOT COVERED.

If the services of a Contract Orthodontist are needed, please refer to Orthodontics in the *Description of Benefits and Copayments* and *Limitations and Exclusions of Benefits* to determine which procedures are covered under this Program.

Claims for Reimbursement

Claims for covered Emergency Dental Services must be submitted to us within 90 days of the end of treatment. Valid claims received after the 90 day period will be reviewed if you can show that it was not reasonably possible to submit the claim within that time. All claims must be received within one year of the treatment date.

We will acknowledge receipt of Enrollee claims in writing and initiate investigation of claims within 15 days. The Enrollee will be requested to provide additional information, if required.

Claims submitted with all necessary information will be accepted or rejected within 15 business days of receipt. Notice of rejected claims will state the reason for the rejection. In the event additional information is required and a determination cannot be made, you will receive written notification within this 15-day period stating the reason for the delay.

All claims will be accepted or rejected within 45 days of that notice. Accepted claims will be paid not later than the fifth business day following notice of acceptance. If payment is subject to performance of an act by the Enrollee, the claim will be paid not later than the fifth business day after the date the act is performed.

In the event we fail to pay a Contract Dentist, you will not be liable to that Dentist for any sums owed by us. Except for provisions in *Emergency Dental Services*, (unless otherwise expressly authorized by us), we will not pay a Dentist who is not a Contract Dentist, therefore, if you have received unauthorized treatment from an

out-of-network Dentist, you will be liable to that Dentist for the cost of services. For further clarification, refer to the provisions for *Emergency Dental Services* and *Specialized Services*.

Coordination of Benefits

This Program provides Benefits without regard to coverage by any other group insurance policy or any other group health benefits program if the other policy or program covers services or expenses in addition to dental care. Otherwise, Benefits provided under this Program by out-of-network Dentists are coordinated with any similar benefits provided by any other group dental insurance policy or any group dental benefits program. The determination of which policy or program is primary shall be governed by the rules stated in the Contract.

When this plan is secondary, it may reduce its Benefits so that the total Benefits paid or provided by all plans during a claim determination period are not more than 100 percent of total Allowable Expenses. "Allowable Expense" is defined as a service or expense, including deductibles and Copayments, that is covered at least in part by any of the plans covering the person.

An Enrollee shall provide to us and we may release to or obtain from any insurance company or other organization, any information about the Enrollee that is needed to administer coordination of benefits. We will, in our sole discretion, determine whether any reimbursement to an insurance company or other organization is warranted under these coordination of benefits provisions, and any such reimbursement will be deemed to be Benefits under this Program. We will have the right to recover from a Dentist, Enrollee, insurance company or other organization, as we choose, the amount of any Benefits paid by us which exceeds our obligations under these coordination of benefit provisions.

Enrollee Complaint Procedure

A complaint means any dissatisfaction expressed by an Enrollee or a physician, provider or other person designated to act on behalf of the Enrollee orally or in writing about any aspect of our operation, including but not limited to dissatisfaction with administration; procedures; denial, reduction or termination of services for reasons **not related to medical necessity**; disenrollment decisions or the quality of dental services performed by a Contract Dentist. You may call the Customer Service department at 800-893-3582 or write to:

Quality Management Department

P.O. Box 1860
Alpharetta, GA 30023

Written communication must include 1) the name of the patient, 2) the name, address, telephone number and identification number of the Primary Enrollee, 3) the name of the Client and 4) the Dentist's name and facility location.

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

A complaint does **not** include a misunderstanding or problem of misinformation which can be promptly resolved by supplying correct information to the Enrollee's satisfaction.

We do not make determinations about the medical necessity of dental services and only determine if services are covered Benefits under the Contract. We will provide notification if any dental services are not covered Benefits, stating the specific Contract provision(s).

Within five business days after receipt of an oral or written complaint, the quality management coordinator will send a letter acknowledging the date of receipt of the complaint, and a description of our complaint procedures, estimated time frames for resolution of complaints, and a request for any necessary information. If the complaint was received orally, the acknowledgement will include a one-page complaint form with instructions to return for prompt resolution of the complaint.

Processing of a complaint will generally not begin until we receive the information shown above, except as noted below for complaints involving Emergency Dental Services.

The complainant may call the Customer Service department at 800-893-3582 at any time between 7:00 a.m. and 8:00 p.m., Central Time, to discuss the complaint. Those complaints requiring professional expertise shall be referred to a licensed dental consultant or, if necessary, the dental director for response. Certain complaints may also require a second opinion for a clinical evaluation of the dental services provided. Second opinions will be provided at another Contract Dentist's facility, unless otherwise

authorized by Alpha's dental consultant. We will only pay for a second opinion that we have authorized.

We will resolve a complaint involving Emergency Dental Services within 24 hours after our receipt. Complaints that do not involve Emergency Dental Services will be resolved within 30 calendar days after receipt. We will send to the complainant a written report which describes the complaint and our resolution. The report will contain a statement of the specific clinical and/or contractual reasons for the resolution and will advise the complainant of:

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

In the event a complainant is not satisfied with our resolution of a complaint, he/she will have the right to appeal the decision before a complaint appeal panel. Within five business days after receipt of a request for an appeal, we will send a letter acknowledging the date of receipt of the request and include a statement of the complainant's rights to:

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

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

No later than five business days before the scheduled meeting of the appeal panel, unless the complainant agrees otherwise, we shall provide to the complainant or the complainant's designated representative:

- 1) any documentation to be presented to the panel by us;
- 2) the specialization of any providers consulted during the investigation of the appeal; and
- 3) the name and affiliation of each Alpha representative on the panel.

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

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

Any Enrollee, including an Enrollee who has attempted to resolve a complaint through the complaint process described above, may file a complaint with the Texas Department of Insurance at P.O. Box 149091, Austin, Texas 78714-9091. The Department's toll-free telephone number is 800-252-3439.

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

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

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

Renewal and Termination of Benefits

This Program renews on the anniversary of the contract term unless we provide 120 days notice of a change in premiums or Benefits

and the Client does not accept the change. All Benefits terminate for any Enrollee as of the date that this Program is terminated, such person ceases to be eligible under the terms of this Program, or such person's enrollment is cancelled under the terms of this Program. We are not obligated to continue to provide Benefits to any such person in such event, except for completion of single procedures commenced while this Program was in effect.

Cancellation of Enrollment

Subject to the *Enrollee Complaint Procedure*, or the *Optional Continuation of Coverage* provision, an Eligible Employee's or Eligible Dependent's enrollment under this Program may be cancelled, or renewal of enrollment refused, in the following events:

- 1) Immediately:
 - a) upon loss of eligibility as described in this Evidence of Coverage; or
 - b) if an Enrollee engages in conduct detrimental to safe operations and the delivery of services while in a Contract Dentist's facility;
- 2) Upon 15 days written notice if the Enrollee knowingly commits or permits another person to commit fraud or deception in obtaining Benefits under the Program;
- 3) Upon 30 days written notice if:
 - a) the premiums are not paid by or on behalf of the Enrollee on the date due or within the 30-day premium grace period. However, the Enrollee may continue to receive Benefits during the 30-day period and may be reinstated during the term of the Contract upon payment of any unpaid premium. If coverage is not reinstated, the Enrollee will be responsible for the cost of services rendered during the 30-day grace period; or
 - b) the Enrollee fails to pay Copayments. However, the Enrollee may be reinstated during the term of the Contract upon payment of all delinquent charges; or
 - c) a satisfactory dentist-patient relationship fails to be established with multiple contract facilities. We must show that we have, in good faith, provided the Enrollee with the opportunity to select an alternative Contract Dentist. If the Enrollee establishes a history of unsatisfactory relationships, we will notify the Enrollee in writing, at least 30 days in advance, that we consider the dentist-patient relationships to be unsatisfactory. We will also specify the changes that are necessary in order to avoid cancellation, and show that the Enrollee failed to make these changes; or

- d) the Primary Enrollee or the Dependent Enrollee neither resides, lives or works in Alpha's Service Area. However, coverage for a child who is the subject of a medical support order cannot be cancelled solely because the child does not reside, live or work in Alpha's Service Area;
- 4) Upon 60 days written notice if the Contract is terminated or not renewed.

Cancellation of a Primary Enrollee's enrollment shall automatically cancel the enrollment of any of his or her Dependent Enrollees.

Optional Continuation of Coverage

COBRA Continuation Option

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

DEFINITIONS

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

Qualified Beneficiary means:

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

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

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

You or **your** means the Primary Enrollee.

PERIODS OF CONTINUED COVERAGE

Qualified Beneficiaries may continue coverage for 18 months following the month in which Qualifying Event 1 occurs.

This 18-month period can be extended for a total of 29 months, provided:

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

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

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

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

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

ELECTION OF CONTINUED COVERAGE AND PREMIUM PAYMENT

Your employer shall notify Alpha within 30 days of Qualifying Event 1. A Qualified Beneficiary must notify his or her employer in writing within 60 days of Qualifying Events 2, 3, 4 or 5, and the COBRA administrator within 60 days of receiving the election notice from the employer. Otherwise, the option of continued coverage will be lost.

Within 14 days of receiving notice of a Qualifying Event, the employer will provide a Qualified Beneficiary with the necessary benefits information, monthly premium charge, enrollment forms, and instructions to allow election of continued coverage. Premium payment must be fully paid by the Enrollee and includes a 2% administrative fee. If a Qualified Beneficiary becomes disabled as described above under *Periods of Continued Coverage*, the premium will include a 50% administrative fee during the 11-month coverage extension due to disability.

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

A Qualified Beneficiary has 45 days from the written election of continued coverage to pay the initial premium to his or her COBRA administrator, which includes the premium for each month since the loss of coverage. Failure to pay the required premium within

the 45 days will result in loss of the right to continue coverage and any premium received after that will be returned to the Qualified Beneficiary.

CONTINUED COVERAGE BENEFITS

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

TERMINATION OF CONTINUED COVERAGE

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

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

The employer shall notify ALPHA within 30 days of the occurrence of number 3 above. The COBRA administrator shall notify ALPHA within 30 days of the occurrence of any of the other events listed above. Once coverage terminates, it cannot be reinstated.

TERMINATION OF THE EMPLOYER'S DENTAL CONTRACT

If the dental contract between the employer and Alpha terminates prior to the time that the continuation coverage would otherwise terminate, the employer shall notify a Qualified Beneficiary either 30 days prior to the termination or when all Enrollees are notified, whichever is later, of the ability to elect continuation of coverage under the employer's subsequent dental plan, if any. The continuation coverage will be provided only for the balance of the period that a Qualified Beneficiary would have remained covered under the Alpha plan had such plan with the former employer not

terminated. The employer shall notify the successor plan in writing of the Qualified Beneficiaries receiving continuation coverage so they may be notified of how to continue coverage. The continuation coverage will terminate if a Qualified Beneficiary fails to comply with the requirements pertaining to enrollment in and payment of premiums to the new group benefit plan.

OPEN ENROLLMENT CHANGE OF COVERAGE

A Qualified Beneficiary may elect to change continuation coverage during any subsequent open enrollment period, if the employer has contracted with another plan to provide coverage to its active employees. The continuation coverage under the other plan will be provided only for the balance of the period that a Qualified Beneficiary would have remained under the Alpha plan.

Group Continuation Option

An Enrollee whose coverage under the Contract ceases for any reason other than involuntary termination for cause, and who has been continuously covered under the Contract for at least three consecutive months immediately prior to such termination, or under any previous group contract providing similar services and benefits that the current Contract replaced, may request continuation of coverage for himself or herself and any covered Dependent Enrollees, subject to the following requirements:

- 1) Continuation must be requested in writing, and received by the Client together with the first contribution, no later than the 60th day after the later of:
 - a) the date coverage would otherwise terminate, or
 - b) the date the Enrollee is given notice of the right to elect continuation.
- 2) The Enrollee must remit payment to the Client, not later than the 45th day after the initial election of coverage, and thereafter, monthly on the due date of each payment, the amount of contribution required for continuation plus 2% of the amount of the group rate for coverage under the Contract. Following the first payment made after the initial election of coverage, payment of premium shall be considered timely if made by the 30th day after the date on which payment is due.
- 3) Coverage so continued will terminate on the first of the following dates:
 - a. the date coverage provided by law would end, which is:

- 1) for any Enrollee not eligible for continuation coverage under COBRA, at the end of the nine-month period after the date the election to continue coverage is made; or
 - 2) for any enrollee eligible for continuation coverage under COBRA, six additional months following any period of continuation provided under COBRA law;
- b. the date the Enrollee fails to remit required contributions in a timely manner;
 - c. with respect to any person whose coverage is being continued, the date that person becomes covered for similar benefits under any program arranged by any other group; or
 - d. the date on which the Contract is terminated in its entirety.

Entire Contract

This EOC, the Group Contract, the Contract Application, and any attached schedules, appendices, endorsements and riders to the Contract, constitute the entire agreement governing the Program. No amendment is valid unless approved by an executive officer of Alpha and attached to this EOC. No agent has authority to amend this EOC or waive any of its provisions.

Incontestability

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

Conformity with State Law

If this EOC is not in conformity with Texas laws or other applicable laws, it will not be rendered invalid but will be construed and applied as if it were in full compliance with Texas law and other applicable laws.

SCHEDULE A

Description of Benefits and Copayments

The Benefits shown below are performed as deemed appropriate by the attending Contract Dentist subject to the limitations and exclusions of the Program. Please refer to *Schedule B* for further clarification of Benefits. **Enrollees should discuss all treatment options with their Contract Dentist prior to services being rendered.**

Text that appears in italics below is specifically intended to clarify the delivery of Benefits under this Program and is not to be interpreted as Current Dental Terminology ("CDT"), CDT-2021 procedure codes, descriptors or nomenclature that are under copyright by the American Dental Association ("ADA"). The ADA may periodically change CDT codes or definitions. Such updated codes, descriptors and nomenclature may be used to describe these covered procedures in compliance with federal legislation.

<u>CODE</u>	<u>DESCRIPTION</u>	<u>ENROLLEE PAYS</u>
D0100-D0999	<i>I. DIAGNOSTIC - When referable services are provided by a Contract Specialty Care Dentist, the Enrollee pays 75 percent of that Dentist's "filed fees." *</i>	
D0120	Periodic oral evaluation - established patient	No Cost
D0140	Limited oral evaluation - problem focused	\$20.00
D0150	Comprehensive oral evaluation - new or established patient	No Cost
D0160	Detailed and extensive oral evaluation - problem focused, by report	\$15.00
D0170	Re-evaluation - limited, problem focused (established patient; not post-operative visit)	\$15.00
D0171	Re-evaluation - post-operative office visit	\$5.00
D0180	Comprehensive periodontal evaluation - new or established patient	\$15.00
D0190	Screening of a patient	No Cost
D0191	Assessment of a patient	No Cost
D0210	Intraoral - complete series of radiographic images - <i>limited to 1 series every 24 months</i> ¹	No Cost

D0220	Intraoral - periapical first radiographic image	No Cost
D0230	Intraoral - periapical each additional radiographic image	No Cost
D0240	Intraoral - occlusal radiographic image	No Cost
D0250	Extraoral - 2D projection radiographic image created using a stationary radiation source, and detector	No Cost
D0251	Extraoral posterior dental radiographic image	No Cost
D0270	Bitewing - single radiographic image	No Cost
D0272	Bitewings - two radiographic images	No Cost
D0274	Bitewings - four radiographic images - <i>limited to 1 series every 6 months</i> ¹	No Cost
D0277	Vertical bitewings - 7 to 8 radiographic images	No Cost
D0330	Panoramic radiographic image	\$5.00
D0415	Collection of microorganisms for culture and sensitivity	No Cost
D0419	Assessment of salivary flow by measurement - <i>1 every 12 months</i>	No Cost
D0425	Caries susceptibility tests	No Cost
D0460	Pulp vitality tests	No Cost
D0601	Caries risk assessment and documentation, with a finding of low risk - <i>1 every 12 months</i>	No Cost
D0602	Caries risk assessment and documentation, with a finding of moderate risk - <i>1 every 12 months</i>	No Cost
D0603	Caries risk assessment and documentation, with a finding of high risk - <i>1 every 12 months</i>	No Cost
D0701	Panoramic radiographic image - image capture only	No Cost
D0702	2-D cephalometric radiographic image - image capture only	No Cost
D0703	2-D oral/facial photographic image obtained intra-orally or extra-orally - image capture only	No Cost
D0704	3-D photographic image - image capture only	No Cost
D0705	Extra-oral posterior dental radiographic image - image capture only	No Cost
D0706	Intraoral - occlusal radiographic image - image capture only	No Cost
D0707	Intraoral - periapical radiographic image - image capture only	No Cost

D0708	Intraoral - bitewing radiographic image - image capture only	No Cost
D0709	Intraoral - complete series of radiographic images - image capture only	No Cost
D0999	Unspecified diagnostic procedure, by report - <i>includes office visit, per visit (in addition to other services)</i>	No Cost

D1000-D1999 II. PREVENTIVE - *When referable services are provided by a Contract Specialty Care Dentist, the Enrollee pays 75 percent of that Dentist's "filed fees."* *

D1110	Prophylaxis cleaning - adult - 1 D1110, D1120 or D4346 per 6 month period ¹	No Cost
D1110	Additional prophylaxis cleaning - adult (within the 6 month period) ¹	\$25.00
D1120	Prophylaxis cleaning - child - 1 D1110, D1120 or D4346 per 6 month period ¹	No Cost
D1120	Additional prophylaxis cleaning - child (within the 6 month period) ¹	\$25.00
D1208	Topical application of fluoride - excluding varnish - child to age 19; 1 per 6 month period	No Cost
D1310	Nutritional counseling for control of dental disease	No Cost
D1330	Oral hygiene instructions	No Cost
D1351	Sealant - per tooth - <i>through age 15</i>	\$10.00
D1353	Sealant repair - per tooth - <i>through age 15</i>	\$10.00
D1510	Space maintainer - fixed - unilateral - per quadrant	\$135.00
D1516	Space maintainer - fixed - bilateral, maxillary	\$135.00
D1517	Space maintainer - fixed - bilateral, mandibular	\$135.00
D1520	Space maintainer - removable - unilateral - per quadrant	\$160.00
D1526	Space maintainer - removable - bilateral, maxillary .	\$180.00
D1527	Space maintainer - removable - bilateral, mandibular	\$180.00
D1551	Re-cement or re-bond bilateral space maintainer - maxillary	\$15.00
D1552	Re-cement or re-bond bilateral space maintainer - mandibular	\$15.00

D1553	Re-cement or re-bond unilateral space maintainer - per quadrant	\$15.00
D1575	Distal shoe space maintainer - fixed, unilateral - per quadrant - <i>child to age 9</i>	\$135.00

D2000-D2999 III. RESTORATIVE - *When referable services are provided by a Contract Specialty Care Dentist, the Enrollee pays 75 percent of that Dentist's "filed fees."* *

- *Includes polishing, all adhesives and bonding agents, indirect pulp capping, bases, liners and acid etch procedures.*

- *When there are more than six crowns in the same treatment plan, an Enrollee may be charged an additional \$100.00 per crown, beyond the 6th unit.*

- *Replacement of existing crowns, inlays and onlays requires the restoration to be 5+ years old. Replacement of a lost or stolen crown, inlay or onlay is not a covered Benefit. Please see Exclusion #5 in Schedule B, Limitations and Exclusions of Benefits.*

D2140	Amalgam - one surface, primary or permanent	\$10.00
D2150	Amalgam - two surfaces, primary or permanent	\$15.00
D2160	Amalgam - three surfaces, primary or permanent ..	\$25.00
D2161	Amalgam - four or more surfaces, primary or permanent	\$35.00
D2330	Resin-based composite - one surface, anterior	\$30.00
D2331	Resin-based composite - two surfaces, anterior	\$40.00
D2332	Resin-based composite - three surfaces, anterior ...	\$50.00
D2335	Resin-based composite - four or more surfaces or involving incisal angle (anterior)	\$65.00
D2391	Resin-based composite - one surface, posterior	\$60.00
D2392	Resin-based composite - two surfaces, posterior ...	\$70.00
D2393	Resin-based composite - three surfaces, posterior .	\$80.00
D2394	Resin-based composite - four or more surfaces, posterior	\$110.00
D2510	Inlay - metallic - one surface	\$287.00
D2520	Inlay - metallic - two surfaces	\$310.00
D2530	Inlay - metallic - three or more surfaces	\$335.00
D2542	Onlay - metallic - two surfaces	\$400.00
D2543	Onlay - metallic - three surfaces	\$405.00
D2544	Onlay - metallic - four or more surfaces	\$405.00
D2610	Inlay - porcelain/ceramic - one surface	\$385.00

D2620	Inlay - porcelain/ceramic - two surfaces	\$395.00
D2630	Inlay - porcelain/ceramic - three or more surfaces ..	\$405.00
D2740	Crown - porcelain/ceramic	\$575.00
D2750	Crown - porcelain fused to high noble metal	\$575.00
D2751	Crown - porcelain fused to predominantly base metal	\$525.00
D2752	Crown - porcelain fused to noble metal	\$550.00
D2753	Crown - porcelain fused to titanium and titanium alloys	\$575.00
D2790	Crown - full cast high noble metal	\$575.00
D2791	Crown - full cast predominantly base metal	\$525.00
D2792	Crown - full cast noble metal	\$550.00
D2794	Crown - titanium and titanium alloys	\$575.00
D2910	Re-cement or re-bond inlay, onlay, veneer or partial coverage restoration	\$15.00
D2920	Re-cement or re-bond crown	\$15.00
D2921	Reattachment of tooth fragment, incisal edge or cusp (<i>anterior</i>)	\$65.00
D2930	Prefabricated stainless steel crown - primary tooth	\$80.00
D2940	Protective restoration	\$15.00
D2941	Interim therapeutic restoration - primary dentition .	\$15.00
D2949	Restorative foundation for an indirect restoration ..	\$75.00
D2950	Core buildup, including any pins when required	\$75.00
D2951	Pin retention - per tooth, in addition to restoration .	\$15.00
D2952	Post and core in addition to crown, indirectly fabricated - <i>includes canal preparation</i>	\$150.00
D2954	Prefabricated post and core in addition to crown - <i>base metal post; includes canal preparation</i>	\$80.00
D2962	Labial veneer (porcelain laminate) - indirect	\$575.00
D2980	Crown repair necessitated by restorative material failure	\$50.00
D2981	Inlay repair necessitated by restorative material failure	\$50.00
D2982	Onlay repair necessitated by restorative material failure	\$50.00
D2983	Veneer repair necessitated by restorative material failure	\$50.00
D2990	Resin infiltration of incipient smooth surface lesions - <i>through age 15</i>	\$10.00

D3000-D3999

IV. ENDODONTICS - *When referable services are provided by a Contract Specialty Care Dentist, the Enrollee pays 75 percent of that Dentist's "filed fees."* *

D3110	Pulp cap - direct (excluding final restoration)	\$15.00
D3120	Pulp cap - indirect (excluding final restoration)	\$10.00
D3220	Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament	\$40.00
D3310	<i>Root canal</i> - endodontic therapy, anterior tooth (excluding final restoration)	\$150.00
D3320	<i>Root canal</i> - endodontic therapy, premolar tooth (excluding final restoration)	\$225.00
D3330	<i>Root canal</i> - endodontic therapy, molar tooth (excluding final restoration)	\$260.00
D3331	Treatment of root canal obstruction; non-surgical access	\$150.00
D3332	Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth	\$150.00
D3346	Retreatment of previous root canal therapy - anterior	\$320.00
D3347	Retreatment of previous root canal therapy - premolar	\$380.00
D3348	Retreatment of previous root canal therapy - molar	\$460.00
D3410	Apicoectomy - anterior	\$125.00
D3421	Apicoectomy - premolar (first root)	\$170.00
D3425	Apicoectomy - molar (first root)	\$220.00
D3426	Apicoectomy (each additional root)	\$100.00
D3430	Retrograde filling - per root	\$40.00
D3450	Root amputation - per root	\$70.00
D3471	Surgical repair of root resorption - anterior	\$125.00
D3472	Surgical repair of root resorption - premolar	\$125.00
D3473	Surgical repair of root resorption - molar	\$125.00
D3501	Surgical exposure of root surface without apicoectomy or repair of root resorption - anterior	\$125.00
D3502	Surgical exposure of root surface without apicoectomy or repair of root resorption - premolar	\$125.00

D3503	Surgical exposure of root surface without apicoectomy or repair of root resorption - molar ...	\$125.00
D3920	Hemisection (including any root removal), not including root canal therapy	\$80.00

D4000-D4999 V. PERIODONTICS - *When referable services are provided by a Contract Specialty Care Dentist, the Enrollee pays 75 percent of that Dentist's "filed fees."* *

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

D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bounded spaces per quadrant	\$120.00
D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant	\$65.00
D4212	Gingivectomy or gingivoplasty to allow access for restorative procedure, per tooth	\$65.00
D4240	Gingival flap procedure, including root planing - four or more contiguous teeth or tooth bounded spaces per quadrant	\$140.00
D4241	Gingival flap procedure, including root planing - one to three contiguous teeth or tooth bounded spaces per quadrant	\$100.00
D4260	Osseous surgery (including elevation of a full thickness flap and closure) - four or more contiguous teeth or tooth bounded spaces per quadrant	\$350.00
D4261	Osseous surgery (including elevation of a full thickness flap and closure) - one to three contiguous teeth or tooth bounded spaces per quadrant	\$203.00
D4320	Provisional splinting - intracoronal	\$80.00
D4321	Provisional splinting - extracoronal	\$75.00
D4341	Periodontal scaling and root planing - four or more teeth per quadrant - <i>limited to 4 quadrants during any 12 consecutive months</i>	\$45.00
D4342	Periodontal scaling and root planing - one to three teeth per quadrant - <i>limited to 4 quadrants during any 12 consecutive months</i>	\$27.00

D4346	Scaling in presence of generalized moderate or severe gingival inflammation - full mouth, after oral evaluation - 1 D1110, D1120 or D4346 per 6 month period	No Cost
D4355	Full mouth debridement to enable a comprehensive oral evaluation and diagnosis on a subsequent visit - limited to 1 treatment in any 12 consecutive months	\$50.00
D4910	Periodontal maintenance - limited to 1 treatment each 6 month period	\$45.00
D4921	Gingival irrigation - per quadrant	No Cost

D5000-D5899 VI. PROSTHODONTICS (removable)

- For all listed dentures and partial dentures, Copayment includes after delivery adjustments and tissue conditioning, if needed, for the first six months after placement. The Enrollee must continue to be eligible, and the service must be provided at the Contract Dentist's facility where the denture was originally delivered.

- Rebases, relines and tissue conditioning are limited to 1 per denture during any 12 consecutive months.

- Replacement of an existing denture or partial denture requires the denture to be 5 or more years old. Replacement of a lost or stolen denture or partial denture is not a covered Benefit. Please see Exclusion #5 in Schedule B, Limitations and Exclusions of Benefits.

D5110	Complete denture - maxillary	\$620.00
D5120	Complete denture - mandibular	\$620.00
D5130	Immediate denture - maxillary	\$630.00
D5140	Immediate denture - mandibular	\$630.00
D5211	Maxillary partial denture - resin base (including retentive/clasping materials, rests, and teeth)	\$495.00
D5212	Mandibular partial denture - resin base (including retentive/clasping materials, rests, and teeth)	\$475.00
D5213	Maxillary partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)	\$640.00
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)	\$640.00
D5221	Immediate maxillary partial denture - resin base (including retentive/clasping materials, rests and teeth)	\$495.00
D5222	Immediate mandibular partial denture - resin base (including retentive/clasping materials, rests and teeth)	\$475.00

D5223	Immediate maxillary partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)	\$640.00
D5224	Immediate mandibular partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)	\$640.00
D5225	Maxillary partial denture - flexible base (including retentive/clasping materials, rests, and teeth)	\$480.00
D5226	Mandibular partial denture - flexible base (including retentive/clasping materials, rests, and teeth)	\$480.00
D5410	Adjust complete denture - maxillary	\$15.00
D5411	Adjust complete denture - mandibular	\$15.00
D5421	Adjust partial denture - maxillary	\$15.00
D5422	Adjust partial denture - mandibular	\$15.00
D5511	Repair broken complete denture base, mandibular .	\$85.00
D5512	Repair broken complete denture base, maxillary	\$85.00
D5520	Replace missing or broken teeth - complete denture (each tooth)	\$70.00
D5611	Repair resin partial denture base, mandibular	\$80.00
D5612	Repair resin partial denture base, maxillary	\$80.00
D5621	Repair cast partial framework, mandibular	\$80.00
D5622	Repair cast partial framework, maxillary	\$80.00
D5630	Repair or replace broken retentive/clasping materials - per tooth	\$80.00
D5640	Replace broken teeth - per tooth	\$80.00
D5650	Add tooth to existing partial denture	\$80.00
D5660	Add clasp to existing partial denture - per tooth	\$95.00
D5730	Reline complete maxillary denture (chairside)	\$60.00
D5731	Reline complete mandibular denture (chairside)	\$60.00
D5740	Reline maxillary partial denture (chairside)	\$60.00
D5741	Reline mandibular partial denture (chairside)	\$60.00
D5750	Reline complete maxillary denture (laboratory)	\$195.00
D5751	Reline complete mandibular denture (laboratory) ..	\$195.00
D5760	Reline maxillary partial denture (laboratory)	\$195.00
D5761	Reline mandibular partial denture (laboratory)	\$195.00
D5820	Interim partial denture (including retentive/clasping materials, rests, and teeth), maxillary - <i>limited to 1 in any 12 consecutive months</i>	\$245.00

D5821	Interim partial denture (including retentive/ clasping materials, rests, and teeth), mandibular - <i>limited to 1 in any 12 consecutive months</i>	\$245.00
D5850	Tissue conditioning, maxillary	\$25.00
D5851	Tissue conditioning, mandibular	\$25.00
D5862	Precision attachment, by report	\$195.00

D5900-D5999 VII. MAXILLOFACIAL PROSTHETICS - Not Covered

D6000-D6199 VIII. IMPLANT SERVICES - Not Covered

D6200-D6999 IX. PROSTHODONTICS, fixed (each retainer and each pontic constitutes a unit in a fixed partial denture [bridge])

- *When a crown and/or pontic exceeds six units in the same treatment plan, an Enrollee may be charged an additional \$100.00 per unit, beyond the 6th unit.*

- *Replacement of an existing crown, pontic or stress breaker requires the bridge to be 5 or more years old. Replacement of a lost or stolen crown, pontic or stress breaker is not a covered Benefit. Please see Exclusion #5 in Schedule B, Limitations and Exclusions of Benefits.*

D6210	Pontic - cast high noble metal	\$575.00
D6211	Pontic - cast predominantly base metal	\$525.00
D6212	Pontic - cast noble metal	\$550.00
D6240	Pontic - porcelain fused to high noble metal	\$575.00
D6241	Pontic - porcelain fused to predominantly base metal	\$525.00
D6242	Pontic - porcelain fused to noble metal	\$550.00
D6243	Pontic - porcelain fused to titanium and titanium alloys	\$550.00
D6245	Pontic - porcelain/ceramic	\$620.00
D6250	Pontic - resin with high noble metal	\$575.00
D6251	Pontic - resin with predominantly base metal	\$525.00
D6252	Pontic - resin with noble metal	\$550.00
D6545	Retainer - cast metal for resin bonded fixed prosthesis	\$190.00
D6549	Retainer - for resin bonded fixed prosthesis	\$190.00
D6720	Retainer crown - resin with high noble metal	\$575.00
D6721	Retainer crown - resin with predominantly base metal	\$525.00
D6722	Retainer crown - resin with noble metal	\$550.00

D6750	Retainer crown - porcelain fused to high noble metal	\$575.00
D6751	Retainer crown - porcelain fused to predominantly base metal	\$525.00
D6752	Retainer crown - porcelain fused to noble metal	\$550.00
D6753	Retainer crown - porcelain fused to titanium and titanium alloys	\$575.00
D6780	Retainer crown - 3/4 cast high noble metal	\$575.00
D6781	Retainer crown - 3/4 cast predominantly base metal	\$525.00
D6782	Retainer crown - 3/4 cast noble metal	\$550.00
D6784	Retainer crown - titanium and titanium alloys	\$575.00
D6790	Retainer crown - full cast high noble metal	\$575.00
D6791	Retainer crown - full cast predominantly base metal	\$525.00
D6792	Retainer crown - full cast noble metal	\$550.00
D6930	Re-cement or re-bond fixed partial denture	\$55.00
D6940	Stress breaker	\$150.00
D6950	Precision attachment	\$195.00
D6980	Fixed partial denture repair necessitated by restorative material failure	\$195.00

D7000-D7999 X. ORAL AND MAXILLOFACIAL SURGERY -
When referable services are provided by a Contract Specialty Care Dentist, the Enrollee pays 75 percent of that Dentist's "filed fees." *

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

D7111	Extraction, coronal remnants - primary tooth	\$15.00
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	\$15.00
D7210	Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	\$50.00
D7220	Removal of impacted tooth - soft tissue	\$60.00
D7230	Removal of impacted tooth - partially bony	\$75.00
D7240	Removal of impacted tooth - completely bony	\$100.00
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications	\$135.00
D7250	Removal of residual tooth roots (cutting procedure)	\$40.00

D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth	\$100.00
D7280	Exposure of an unerupted tooth	\$85.00
D7310	Alveoloplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	\$60.00
D7320	Alveoloplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant ...	\$90.00
D7510	Incision and drainage of abscess - intraoral soft tissue	\$35.00
D7922	Placement of intra-socket biological dressing to aid in hemostasis or clot stabilization, per site	No Cost
D7961	Buccal/labial frenectomy (frenulectomy)	No Cost
D7962	Lingual frenectomy (frenulectomy)	No Cost

D8000-D8999 XI. ORTHODONTICS

*** If a Copayment dollar amount is not listed, the Enrollee pays 75 percent of the Contract Orthodontist's "filed fees."
- The listed Copayment for each phase of orthodontic treatment (limited, interceptive or comprehensive) covers up to 24 months of active treatment. Beyond 24 months, an additional monthly fee, not to exceed \$125.00, may apply.
- The Retention Copayment includes adjustments and/or office visits up to 24 months.
- Replacement of a lost, stolen or broken orthodontic appliance is not a covered Benefit. Please see Exclusion #13 in Schedule B, Limitations and Exclusions of Benefits.*

Pre and post orthodontic records include:

	<i>The benefit for pre-treatment records and diagnostic services includes:</i>	\$200.00
D0210	Intraoral - complete series of radiographic images	
D0322	Tomographic survey	
D0330	Panoramic radiographic image	
D0340	2D cephalometric radiographic image - acquisition, measurement and analysis	
D0350	2D oral/facial photographic images obtained intraorally or extraorally	
D0351	3D photographic image	
D0470	Diagnostic casts	

	<i>The benefit for post-treatment records includes:</i>	\$70.00
D0210	Intraoral - complete series of radiographic images	
D0470	Diagnostic casts	
D8010	Limited orthodontic treatment of the primary dentition	**
D8020	Limited orthodontic treatment of the transitional dentition - <i>child or adolescent to age 19</i>	**
D8030	Limited orthodontic treatment of the adolescent dentition - <i>adolescent to age 19</i>	**
D8040	Limited orthodontic treatment of the adult dentition - <i>adults, including covered dependent adult children</i>	**
D8050	Interceptive orthodontic treatment of the primary dentition	**
D8060	Interceptive orthodontic treatment of the transitional dentition	**
D8070	Comprehensive orthodontic treatment of the transitional dentition - <i>child or adolescent to age 19</i>	**
D8080	Comprehensive orthodontic treatment of the adolescent dentition - <i>adolescent to age 19</i>	**
D8090	Comprehensive orthodontic treatment of the adult dentition - <i>adults, including covered dependent adult children</i>	**
D8660	Pre-orthodontic treatment examination to monitor growth and development	\$25.00
D8680	Orthodontic retention (removal of appliances, construction and placement of <i>removable</i> retainers)	**
D8681	Removable orthodontic retainer adjustment	No Cost
D8999	Unspecified orthodontic procedure, by report - <i>includes treatment planning session</i>	\$100.00

D9000-D9999

**XII. ADJUNCTIVE GENERAL SERVICES -
When referable services are provided by
a Contract Specialist, the Enrollee pays 75
percent of that Dentist's "filed fees." ***

D9110	Palliative (emergency) treatment of dental pain - minor procedure	\$25.00
D9219	Evaluation for moderate sedation, deep sedation or general anesthesia	No Cost
D9230	Analgesia, anxiolysis, inhalation of nitrous oxide	\$15.00
D9239	Intravenous moderate (conscious) sedation/analgesia - first 15 minutes	\$35.00
D9243	Intravenous moderate (conscious) sedation/analgesia - each subsequent 15 minute increment ..	\$35.00
D9310	Consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician	\$55.00
D9311	Consultation with a medical health care professional	No Cost
D9430	Office visit for observation (during regularly scheduled hours) - no other services performed	\$5.00
D9440	Office visit - after regularly scheduled hours	\$40.00
D9932	Cleaning and inspection of removable complete denture, maxillary	No Cost
D9933	Cleaning and inspection of removable complete denture, mandibular	No Cost
D9934	Cleaning and inspection of removable partial denture, maxillary	No Cost
D9935	Cleaning and inspection of removable partial denture, mandibular	No Cost
D9943	Occlusal guard adjustment	\$10.00
D9944	Occlusal guard - hard appliance, full arch - <i>limited to 1 D9944, D9945 or D9946 in 3 years</i>	\$210.00
D9945	Occlusal guard - soft appliance, full arch - <i>limited to 1 D9944, D9945 or D9946 in 3 years</i>	\$210.00
D9946	Occlusal guard - hard appliance, partial arch - <i>limited to 1 D9944, D9945 or D9946 in 3 years</i>	\$210.00
D9951	Occlusal adjustment, limited	\$30.00
D9952	Occlusal adjustment, complete	\$145.00

D9975	External bleaching for home application, per arch; includes materials and fabrication of custom trays - <i>limited to one bleaching tray and gel for two weeks of self-treatment</i>	\$155.00
D9990	Certified translation or sign-language services - per visit	No Cost
D9991	Dental case management - addressing appointment compliance barriers	No Cost
D9992	Dental case management - care coordination	No Cost
D9995	Teledentistry - synchronous; real-time encounter ...	No Cost
D9996	Teledentistry - asynchronous; information stored and forwarded to dentist for subsequent review	No Cost
D9997	Dental case management - Patients with special Health Care Needs	No Cost

* If services for a listed procedure are performed by the assigned Contract Dentist, the Enrollee pays the specified Copayment. Listed, referable procedures that are not available in the contract facility or that require a Dentist to provide specialized services, may be provided by a contracted oral surgeon, endodontist, periodontist or pediatric dentist at 75 percent of the Contract Specialty Care Dentist's "filed fees." Specialist Services are only available upon referral by the assigned Contract Dentist.

Emergency Dental Services - The Contract Dentist will provide Emergency Dental Services for covered procedures whenever possible. If an Enrollee requires Emergency Dental Services and is unable to access care from the Contract Dentist, then Alpha shall reimburse the Enrollee for the cost of such Emergency Dental Services which exceeds the Copayment. Emergency Dental Services shall be limited to listed procedures, and as described in code D9110 above: (Palliative (emergency) treatment of dental pain). Any further treatment of the cause of such Emergency Dental Services must be obtained from the Contract Dentist. All services are subject to the limitations and exclusions of the Program.

FOOTNOTES

1 Frequency limitations do not apply when services are needed more frequently due to medical necessity as determined by the Contract Dentist.

SCHEDULE B

Limitations of Benefits

1. The frequency of certain Benefits is limited. All frequency limitations are listed in *Schedule A, Description of Benefits and Copayments*.
2. If the Enrollee accepts a treatment plan from the general Dentist that includes any combination of more than six crowns, bridge pontics and/or bridge retainers, the Enrollee may be charged an additional \$100.00 above the listed Copayment for each of these services after the sixth unit has been provided.
3. General anesthesia and/or intravenous sedation/analgesia is limited to treatment by a contracted oral surgeon and in conjunction with an approved referral for the removal of one or more partial or full bony impactions, (Procedures D7230, D7240, and D7241).
4. Benefits provided by a contract pediatric Dentist are available at 75 percent of the contract specialty care dentist's "filed fees." Referral by the assigned Contract Dentist is required before services are rendered.
5. The cost to an Enrollee receiving orthodontic treatment whose coverage is cancelled or terminated for any reason will be based on the Contract Orthodontist's usual fee for the treatment plan. The Contract Orthodontist will prorate the amount for the number of months remaining to complete treatment. The Enrollee makes payment directly to the Contract Orthodontist as arranged.
6. Benefits for dental expenses incurred in connection with any dental or orthodontic procedure started before the Enrollee's eligibility with this Program are limited as follows:

Upon request of a newly covered Enrollee, Alpha will provide Benefits for the completion of covered services begun prior to the time his or her coverage became effective. Alpha will not provide coverage for incomplete services that are not otherwise Benefits under the terms and conditions of the Contract. Enrollees may request completion of treatment in progress by calling the Customer Service department at 800 893-3582 during normal business hours, or by sending a written request to Alpha.

Whenever possible, an Enrollee should complete treatment in progress with the Dentist who initiated the service. If such Dentist is an out-of-network Dentist, that Dentist must agree to the same terms and conditions that apply to an in-network Dentist in order for Alpha to provide Benefits. Copayments and other cost sharing components will apply. Benefits may be adjusted so that the total paid by the Enrollee and/or coverage provided by all plans is not more than 100 percent of total Allowable Expenses (as defined in the Coordination of Benefits section of the Evidence of Coverage).

Should the Enrollee be unable to complete treatment with the Dentist who initiated the service, Alpha will make reasonable and appropriate arrangements for completion of such treatment by a Contract Dentist.

7. Orthodontic treatment in progress is limited to new Enrollees who, at the time of their original effective date, are in active treatment started under their previous employer sponsored dental plan, as long as they continue to be eligible under this program. Active treatment means tooth movement has begun. Enrollees are responsible for all Copayments and fees subject to the provisions of their prior dental plan. Alpha is financially responsible only for amounts unpaid by the prior dental plan for qualifying orthodontic cases.

Exclusions of Benefits

1. Any procedure that is not specifically listed under *Schedule A, Description of Benefits and Copayments*.
2. Any procedure that in the professional opinion of the Contract Dentist:
 - a. has poor prognosis for a successful result and reasonable longevity based on the condition of the tooth or teeth and/or surrounding structures, **or**
 - b. is inconsistent with generally accepted standards for dentistry.
3. Services solely for cosmetic purposes or for conditions that are a result of hereditary or developmental defects, such as cleft palate, upper and lower jaw malformations, congenitally missing teeth and teeth that are discolored or lacking enamel, except for the treatment of newborn children with congenital defects or birth abnormalities.
4. Porcelain crowns, porcelain fused to metal, cast metal or resin with metal type crowns and fixed partial dentures (bridges) for children under 16 years of age.
5. Lost or stolen appliances including, but not limited to, full or partial dentures, space maintainers, crowns and fixed partial dentures (bridges).
6. Procedures, appliances or restoration if the purpose is to change vertical dimension, or to diagnose or treat abnormal conditions of the temporomandibular joint (TMJ).
7. Precious metal for removable appliances, metallic or permanent soft bases for complete dentures, porcelain denture teeth, precision abutments for removable partials or fixed partial dentures (overlays, implants, and appliances associated therewith) and personalization and characterization of complete and partial dentures.
8. Implant-supported dental appliances and attachments, implant placement, maintenance, removal and all other services associated with a dental implant.
9. Consultations for non-covered benefits.
10. Dental services received from any dental facility other than the assigned Contract Dentist including the services of an out-of-network dentist who provides Specialized Services, unless expressly authorized by Alpha except for *Emergency Dental Services* as described in *Schedule A*.

11. All related fees for admission, use, or stays in a hospital, out-patient surgery center, extended care facility, or other similar care facility.
12. Prescription drugs.
13. Lost, stolen or broken orthodontic appliances.
14. Changes in orthodontic treatment necessitated by accident of any kind.
15. Myofunctional and parafunctional appliances and/or therapies.
16. Composite or ceramic brackets, lingual adaptation of orthodontic bands and other specialized or cosmetic alternatives to standard fixed and removable orthodontic appliances.
17. Extraction of teeth, when teeth are asymptomatic/non-pathologic (no signs or symptoms of pathology or infection), including but not limited to the removal of third molars and orthodontic extractions.
18. Treatment or appliances that are provided by a Dentist whose practice specializes in prosthodontic services.

As used in this Schedule, "filed fees" means the Contract Dentist's fees on file with Alpha and charged by the Contract Dentist for performing a specific dental service. Questions regarding these fees should be directed to the Customer Service department at 800-893-3582.

19. Orthodontic treatment must be provided by a licensed Dentist. Self-administered orthodontics are not covered.
20. The removal of fixed orthodontic appliances for reasons other than completion of treatment is not a covered benefit.

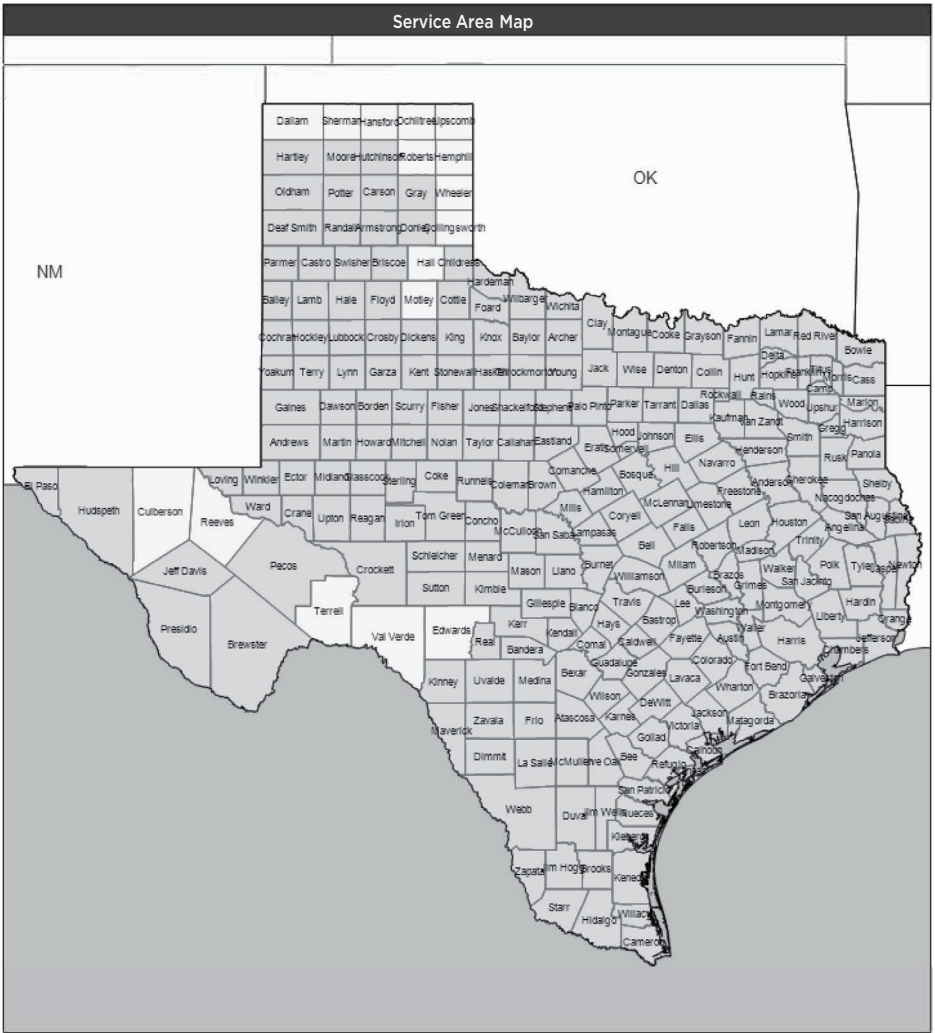
**ALPHA DENTAL PROGRAMS, INC.
ADDENDUM TO CERTIFICATE
TEXAS SERVICE AREA**

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

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

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

Map



Approved April 15, 2019

**ALPHA DENTAL PROGRAMS, INC.
ADDENDUM TO POLICY/CERTIFICATE
TEXAS IMPORTANT NOTICES**

Have a complaint or need help?

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

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

Alpha Dental Programs

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

**Call: Quality Management
1-800-893-3582**

Toll Free: 1-800-893-3582

Online: deltadentalins.com

Mail: P.O. Box 1803

Alpharetta, GA 30023

The Texas Department of Insurance

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

Call with a question:

1-800-252-3439

File a complaint:

www.tdi.texas.gov

Email:

ConsumerProtection@tdi.texas.gov

Mail:

MC 111-1A,

P.O. Box 149091

Austin, TX 78714-9091

NOT-ADN-TX-dc-R20

¿Tiene una queja o necesita ayuda?

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

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

Alpha Dental Programs

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

**Llame a: Quality Management
1-800-893-3582**

Teléfono gratuito: 1-800-893-3582

En línea: deltadentalins.com

Dirección postal: P.O. Box 1803

Alpharetta, GA 30023

El Departamento de Seguros de Texas

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

Llame con sus preguntas al:

1-800-252-3439

Presente una queja en:

www.tdi.texas.gov

Correo electrónico:

ConsumerProtection@tdi.texas.gov

Dirección postal:

MC 111-1 A,

P.O. Box 149091

Austin, TX 78714-9091

Notice of Rights Under HMO Plan

- A health maintenance organization (HMO) plan provides no benefits for services You receive from Out-of-Network Dentists, with specific exceptions as described in the Contract and this notice.
- You have the right to an adequate network of in-network Dentists (also known as network Dentists).
- If You believe that Our network is inadequate, You may file a complaint with the Texas Department of Insurance at: www.tdi.texas.gov/consumer/complfrm.html.
- If We approve a referral for Out-of-Network services because no in-network Dentist is available, or if You have received Out-of-Network Emergency Dental Services, We must, in most cases, resolve the Out-of-Network Dentist's bill so that You only have to pay any applicable in-network Copayment, Coinsurance, and Deductible amounts.
- You may obtain a current directory of in-network Dentists by visiting Our website at deltadentalins.com or calling Our Customer Service department at 888-282-9501 for assistance in finding available in-network Dentists. If You relied on materially inaccurate directory information, You may be entitled to have a claim by an Out-of-Network Dentist paid as if it were from a network Dentist, if You present a copy of the inaccurate directory information to Us, dated not more than 30 days before You received the service.

**ALPHA DENTAL PROGRAMS, INC.
ADDENDUM TO CERTIFICATE
COMPLAINT AND APPEAL PROCEDURE**

Definitions:

Adverse Determination: A determination that services provided or proposed are not medically necessary or appropriate or are Experimental or Investigational.

Appeal of Adverse Determination or Appeal: Is the formal process by which You, Your Representative or Your provider may request reconsideration of an Adverse Determination.

Complaint: An oral or written expression of dissatisfaction with any aspect of Our organization's operations. It does not include:

- An Appeal;
- An oral or written expression of dissatisfaction or disagreement with an adverse determination from You or Your provider; or
- A misunderstanding or misinformation that is resolved promptly by supplying the appropriate information or by clearing up the misunderstanding to Your satisfaction.

Complainant: You, Your designated representative, physician, or provider.

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

You: Includes You and Your Dependents.

You may call Our Customer Service department at 855-585-6565, or write to:

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

Complaint Information

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

Within five (5) business days of receipt, Your Complaint will be acknowledged along with a description of our procedures and resolution time frames. If You filed an oral Appeal, You will be provided a one page Appeal form to complete and return.

If the Complaint involves Emergency Dental Services, the Complaint will be resolved as soon as practical, but no later than one (1) business day after receipt of the Complaint. Non-Emergency Dental Complaints will be resolved no later than 30 calendar days after receipt.

A written resolution letter will include:

- An explanation of the resolution including the clinical reason and/or contractual reasons for the resolution;
- The specialization of any Dentist or other provider consulted; and
- A complete description of the Appeal process, including deadlines for the final decision.

Complaint Appeal

If Your Complaint is not resolved to Your satisfaction, You or Your designated representative or Your provider may Appeal the decision. Within five (5) business days of receipt of Your Appeal request, You will receive acknowledgement of the date of receipt and Your right to:

- Appear in person before a panel at the site You receive services or at an agreed upon location; or
- Submit a written Appeal to the complaint appeal panel.

If the Enrollee is a minor or disabled, You or Your designated representative is entitled to:

- Appear in person before the panel;
- Present alternative expert testimony; or
- Request the presence of and question those responsible for the disputed resolution.

No later than five (5) business days before the scheduled meeting of the panel, unless You agree otherwise, You will be provided with:

- Any documentation to be presented to the panel;
- The specialization of providers consulted during the investigation of the Appeal; and
- The name and affiliation of Our representatives on the panel.

Upon Your request, instead of an appeal panel, Your Appeal will be reviewed by a provider who has not previously reviewed the case, and who is of the same or similar specialty as ordinarily manages the procedure or treatment under Appeal. You or Your designated representative may be interviewed by this provider who will render a decision on the Appeal. Initial notice of decision of the Appeal may be delivered orally followed by written notice within three (3) days.

Written notice of the decision will be provided no later than the 30th calendar day after receipt. Emergency Dental Services will be concluded no later than one (1) business day after receipt or earlier in accordance with the dental immediacy of the case and will include:

- A statement of the specific dental determination, clinical basis and any contractual criteria used to reach the decision; and
- The toll-free telephone number and address of the Texas Department of Insurance.

Adverse Determination Information

A written notice of an Adverse Determination will be provided to You, Your designated representative and the provider who rendered the service. The notice will include:

- The principal reasons and clinical basis for the Adverse Determination;
- A description or the source of the screening criteria utilized as guidelines in making the determination;
- The professional specialty of the Dentist that made the Adverse Determination;

- A description of the Appeal procedure including Your right to Appeal to an Adverse Determination to an Independent Review Organization (“IRO”);
- The procedures for obtaining a review and a copy of the independent review request form, which is also available at www.tdi.texas.gov/forms; and
- For enrollees with life-threatening conditions, the right to an immediate review by an IRO.

If Your Appeal involves a life threatening condition, You are entitled to an immediate review by an IRO and are not required to comply with procedures for obtaining an internal review by Us.

Adverse Determination Appeal

You, Your designated representative or the provider of record may request an Appeal of an Adverse Decision within [90-180] days of receipt of Your Adverse Determination either orally or in writing.

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

Within 5 business days after receipt of Your Appeal, You will be sent a letter acknowledging the date of receipt, and a description of Our procedures. If You filed an oral Appeal, You will be provided a one page Appeal form to complete and return.

Appeals concerning Emergency Dental Services will be resolved within one business day after receipt. Non-Emergency Dental Appeals will be resolved within 30 calendar days after receipt. A written notice will be provided to You of the resolution and include:

- A statement of the specific clinical and/or contractual reasons for the resolution;
- The specialty of the Dentist or other provider consulted; and5
- A description of Our Appeal procedures, including how to file an independent review, along with a copy of the

independent review request form. The form is also available at www.tdi.texas.gov/forms.

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

Independent Review

If You are not satisfied with the Appeal resolution, or if the Appeal relates to emergency care denials, denials of care for life-threatening conditions, or denials of continued stays for hospitalization, You have the right to file for review by an IRO. You, Your designated representative, or Your provider may request an independent review by submitting a *REQUEST FOR A REVIEW BY AN IRO* form to the Administrator. Upon receipt You will be provided notice to the appropriate agency within one (1) working day. Within three (3) working days, the IRO will be provided copies of all relevant documents. We will comply with the IROs determination relating to medical necessity or appropriateness, or the experimental or investigational nature, of the health care items and services requested by You.

Texas Department of Insurance: You may file a Complaint with the Texas Department of Insurance (“TDI”) at P.O. Box 149091, Austin, Texas 78714-9091. The Department’s toll-free telephone number is 800-252-3439. The TDI will investigate within 60 days of receipt of Your Complaint and all information necessary to determine compliance. The TDI may extend the time necessary to complete an investigation if additional information is needed or an on-site review is necessary or other circumstances exist beyond their control.

Retaliatory Action Prohibited: We will not engage in any retaliatory action against the Contractholder, You, or Your Provider for filing a Complaint or appealing a decision.

Non-Discrimination Disclosure

Discrimination Is Against the Law

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

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

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

DeltaCare USA
PO Box 1803 Alpharetta, GA 30023-1803
1-800-422-4234
deltadentalins.com

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

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

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

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

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

- qualified interpreters
- information written in other languages

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

Protect your oral health. Prevention is the key to avoiding tooth and gum problems. Brush and floss regularly, and visit the dentist for cleanings and exams. To learn more about prevention and avoiding dental problems, visit deltadentalins.com. You'll find oral health articles, videos and other tools and tips for caring for your teeth. Don't forget to sign up for *Grin!*, our free dental health e-magazine.

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, MA, ME, MI, MN, NC, ND, NE, NH, OK, OR, RI, SC, SD, VA, VT, WA, WI, WY — Dentegra Insurance Company; AK, CT, DC, DE, FL, GA, KS, LA, MS, MT, TN, WV — Delta Dental Insurance Company; HI, ID, IL, IN, KY, MD, MO, NJ, OH, TX — Alpha Dental Programs, Inc.; NV — Alpha Dental of Nevada, Inc.; UT — Alpha Dental of Utah, Inc.; NM — Alpha Dental of New Mexico, Inc.; NY — Delta Dental of New York, Inc.; PA — Delta Dental of Pennsylvania. Delta Dental Insurance Company acts as the DeltaCare USA administrator in all these states. These companies are financially responsible for their own products.

Can you read this document? If not, we can have somebody help you read it. You may also be able to get this document written in your language. For free help, please call 800-893-3582 (TTY: 711).

¿Puede leer este documento? Si no, podemos encontrar a alguien que lo ayude a leerlo. También puede obtener este documento escrito en su idioma. Para obtener ayuda gratuita, llame al 800-893-3582 (servicio de retransmisión TTY deben llamar al 711). (Spanish)

您能自行閱讀本文件嗎？如果不能，我們可請人幫助您閱讀。您還可以請人以您的語言撰寫本文件。如需免費幫助，請致電 800-893-3582 (TTY: 711)。(Chinese)

Bạn có đọc được tài liệu này không? Nếu không, chúng tôi sẽ cử một ai đó giúp bạn đọc. Bạn cũng có thể nhận được tài liệu này viết bằng ngôn ngữ của bạn. Để nhận được trợ giúp miễn phí, vui lòng gọi 800-893-3582 (TTY: 711). (Vietnamese)

이 문서를 읽으실 수 있습니까? 읽으실 수 없으면 다른 사람이 대신 읽어드릴 수 있습니다. 한국어로 번역된 문서를 받으실 수도 있습니다. 무료로 도움을 받기를 원하시면 800-893-3582 (TTY: 711)번으로 연락하십시오. (Korean)

Nababasa mo ba ang dokumentong ito? Kung hindi, may tao kaming makakatulong sa iyong basahin ito. Maaari mo ring makuha ang dokumentong ito nang nakasulat sa iyong wika. Para sa libreng tulong, pakitawagan ang 800-893-3582 (TTY: 711). (Tagalog)

Вы можете прочитать этот документ? Если нет, мы можем предоставить вам кого-нибудь, кто поможет вам прочитать его. Вы также можете получить этот документ на своем языке. Для получения бесплатной помощи, просьба звонить по номеру 800-893-3582 (телетайп: 711). (Russian)

هل تستطيع قراءة هذا المستند؟ إذا كنت لا تستطيع، يمكننا أن نوفر لك من يساعدك في قراءتها. ربما يمكنك أيضًا للحصول على هذا المستند تكموبًا بلغتك للمساعدة لمجانبة اتصل بـ 800-893-3582 (TTY: 711). (Arabic)

Èske w ka li dokiman sa a? Si w pa kapab, nou ka fè yon moun ede w li l. Ou ka gen posiblite pou jwenn dokiman sa a tou ki ekri nan lang ou. Pou jwenn èd gratis, tanpri rele 800-893-3582 (TTY: 711). (Haitian Creole)

Pouvez-vous lire ce document ? Si ce n'est pas le cas, nous pouvons faire en sorte que quelqu'un vous aide à le lire. Vous pouvez également obtenir ce document écrit dans votre langue. Pour obtenir de l'assistance gratuitement, veuillez appeler le 800-893-3582 (TTY : 711). (French)

Możesz przeczytać ten dokument? Jeśli nie, możemy Ci w tym pomóc. Możesz także otrzymać ten dokument w swoim języku ojczystym. Po bezpłatną pomoc zadzwoń pod numer 800-893-3582 (TTY: 711). (Polish)

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