



**Delta Dental Insurance Company**

## **EVIDENCE OF COVERAGE**

**INSURANCE TRUST FOR DELTA  
RETIREES, INC.**

***PPO Plan***

**Group No: 21058**

**Effective Date: January 1, 2025**

Underwritten and administered by:  
Delta Dental Insurance Company  
1130 Sanctuary Parkway  
Alpharetta, GA 30009

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**Attachments:** (The following documents are attached to this *EOC* and incorporated by reference into the Contract.)

Attachment A: Deductibles, Maximums and Contract Benefit Levels

Attachment B: Services, Limitations and Exclusions

## Introduction

This *Evidence of Coverage* (“*EOC*”) provides information about Your Delta Dental PPO™ Plan (“*Plan*”) provided by Delta Dental Insurance Company (“*Company*”), on behalf of itself, and its affiliated companies. To offer these Benefits, the Contractholder has entered into a Group Dental Insurance Contract with Us.

This document, including the Contract and any attachments, provides the terms and conditions of Your coverage. Read this document carefully for an explanation of Your coverage, including the *Definitions* section for any terms with special or technical meanings.

Terms such as “**You**,” “**Your**” and “**Yourself**” means the individuals who are covered. “**We**,” “**Us**” and “**Our**” refers to the Company or Our Third Party Administrator.

### Identification (“*ID*”) Card

ID cards are not required to receive dental services. However, when You receive dental services, Your Enrollee ID number should be provided to Your Dentist. An ID card will be mailed to each new Enrollee and may be obtained by visiting Our website at [deltadentalins.com/ITDR](http://deltadentalins.com/ITDR).

### Contract

The Benefit explanations contained in this *EOC* and the attachments are subject to all provisions of the Contract. In the event there is a conflict between this *EOC* and the Contract, the Contract prevails. This document is not a Summary Plan Description under the Employee Retirement Income Security Act (“*ERISA*”).

### Contact Us

For more information, visit Our website at [deltadentalins.com/ITDR](http://deltadentalins.com/ITDR) or call Our Customer Service Center at 855-251-0971 or You may submit an inquiry to:

Delta Dental Insurance Company  
P.O. Box 1809  
Alpharetta, GA 30023-1809



Michael G. Hankinson, Esq., President

**Notice: Delta Dental Dentist will be paid their Contracted Fee. Delta Dental Dentists and Non-Delta Dental Dentists will be reimbursed at least the same amount.**

## Definitions

Certain terms used throughout this document begin with capital letters. When these terms are capitalized, use the following definitions to understand their meanings as they pertain to Your Benefits and how Your dental coverage works.

**Annual Enrollment Period:** the period the Contractholder has established for You to make changes in coverage selections for the next Contract Term.

**Benefits:** covered dental services as described under the Contract, this *EOC*, *Attachments A and B* and any other attachments.

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

**Coinsurance:** the amount You are responsible for paying as shown in *Attachment A*.

**Contract:** the agreement between Us and the Contractholder, including any attachments.

**Contract Benefit Level:** the percentage of the Maximum Allowance We will pay after any applicable Deductible has been satisfied as shown in *Attachment A*.

**Contractholder:** the organization named herein contracting with Us to obtain dental Benefits.

**Contract Term:** the period during which coverage is in effect whether on a Calendar Year or Contract Year basis.

**Deductible:** a dollar amount that You must pay for certain covered services before We pay.

**Delta Dental PPO™ Dentist (“PPO Dentist”):** a Preferred Dentist who agrees to accept the PPO Maximum Allowance as payment in full for covered Benefits and to adhere to Our administrative guidelines. You will enjoy the lowest out-of-pocket costs when obtaining treatment from a PPO Dentist.

**Delta Dental Premier® Dentist (“Premier Dentist”):** a Non-Preferred Dentist who agrees to accept the Premier Maximum Allowance as payment in full for covered Benefits and to adhere to Our administrative guidelines. These Dentists have not agreed to accept the PPO Maximum Allowance as payment in full. As a result, You often experience higher out-of-pocket costs.

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

**Dependent (“Dependent Enrollee”):** Your Dependent and any individual eligible to enroll for Benefits because of their relationship with You. And includes:

- the Spouse of the retiree eligible for Benefits;
- as otherwise required by state or federal law.

**Effective Date:** the date the Contract begins or coverage begins.

**Emergency Care:** services and/or treatment provided for an emergency condition with extreme severity; that would lead to placing Your health in serious jeopardy, or serious impairment to bodily functions.

**Enrollee:** member/retiree (“Primary Enrollee”) or a Dependent (“Dependent Enrollee”) enrolled to receive Benefits.

**Grace Period:** a period of no less than 31 days for the payment of each Premium after the first Premium payment is due. Your coverage will continue in force during this period, subject to payment by the end of the Grace Period.

**Maximum Contract Allowance (“Maximum Allowance”):** the reimbursement under Your Plan against which We calculate Our payment and Your financial obligation. Subject to adjustment for extreme difficulty or unusual circumstances, the Maximum Allowance for services provided:

- by a PPO Dentist (Preferred Dentist) is the lesser of the Dentist’s Submitted Fee or the PPO Maximum Allowance.
- by a Premier Dentist (Non-Preferred Dentist) is the lesser of the Dentist’s Submitted Fee or the Premier Maximum Allowance.
- by a Non-Delta Dental Dentist (Non-Preferred Dentist) is the lesser of the Dentist’s Submitted Fee or the Program Allowance.

**Non-Preferred Delta Dental Dentist or Non-participating Dentist (“Non-Delta Dental Dentist”):** a Non-Preferred Dentist who has not signed a contract with Us to provide Benefits as a PPO Dentist or Premier Dentist and does not adhere to Our administrative guidelines. These Dentists may balance bill up to their Submitted Fee.

**Non-Preferred Dentist:** a Dentist who is not a PPO Dentist and has not agreed to accept the PPO Maximum Allowance as payment in full. Certain Non-Preferred Dentists (Premier Dentists) agree to accept the Premier Maximum Allowance as payment in full for covered Benefits and to adhere to Our administrative guidelines. Other Non-Preferred Dentists have not signed a contract with Us to provide Benefits as a PPO Dentist or Premier Dentist and do not adhere to Our administrative guidelines. These Dentists may balance bill up to their Submitted Fee.

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

**Plan:** dental Benefits selected by the Contractholder and provided under the Contract, *EOC* and any attachments.

**PPO Maximum Contract Allowance (“PPO Maximum Allowance”):** the maximum fee for a covered service payable by Us to a PPO Dentist.

**Preferred Dentist:** a PPO Dentist who agrees to accept the PPO Maximum Allowance as payment in full for covered Benefits and to adhere to Our administrative guidelines.

**Premier Maximum Contract Allowance (“Premier Maximum Allowance”):** the maximum fee for a covered service payable by Us to a Premier Dentist.

**Premium:** the amount the Contractholder or You, if applicable, pay for coverage and as stated in the *Group Information* section of the Contract.

**Pre-Treatment Estimate:** an estimation of the allowable Benefits for the services proposed, it is not a guarantee of payment. Refer to the Pre-Treatment Estimate section for additional information.

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

**Program Allowance:** the amount determined by an established level of all charges for services by Dentists with similar professional standing in the same geographical area. Program Allowances may be different based on the Dentist’s contracting status.

**Spouse:** the Spouse, surviving Spouse or former Spouse may also participate in this Plan at age 65 or over (regardless of whether such Spouse is a current, surviving, or former Spouse to such retiree at the time of enrollment) as:

- Defined and as may be required to be treated as a Spouse by the laws of the state where the Contract is issued and delivered;
- Defined and as may be required to be treated as a Spouse by the laws of the state where You reside; or
- May be recognized by the Contractholder.

**Submitted Fee:** the amount the Dentist bills and submits for a specific procedure.

## **Eligibility and Enrollment - When Coverage Begins**

### **Eligibility Requirements**

The Contractholder is responsible for establishing eligibility and reporting enrollment to Us. We process enrollment as reported. You are eligible to enroll if You meet the eligibility requirements defined by the Contractholder.

Your Dependents are eligible to enroll if they meet the eligibility requirements as defined by the Contractholder.

There is no coverage under this Plan for Dependent children or Dependents on active military duty.

Medicare eligibility will not affect Your eligibility or Your Dependent's eligibility, if applicable.

### **Enrollment Requirements**

If the Contractholder is responsible for Your Premium, coverage will begin on the Contract's Effective Date.

If You are responsible for Your Premium,

- You must enroll within 31 days after the date You become eligible or during an Annual Enrollment Period.
- All Dependents must be enrolled within 31 days after they become eligible or during an Annual Enrollment Period or *Special Enrollment Period*.

You:

- Must pay Premiums in the manner elected by the Contractholder and approved by Us, and
- May not drop coverage and may only make coverage changes during an Annual Enrollment Period or *Special Enrollment Period* as a result of a qualifying status change.

### **Special Enrollment Periods - Enrollment Changes**

After Your Effective Date, You may change Your enrollment during an Annual Enrollment Period or during a *Special Enrollment Period* as a result of a qualifying status change. Qualifying status changes include, but are not limited to, the following events:

- Marital status Examples include, but are not limited to: marriage, divorce, legal separation, annulment or death;
- Employment status (change in Your employment status);
- Residence (You move);
- Loss of other group coverage; or
- Any other changes specified by applicable law or regulation.

### **Continuation of Benefits**

We will not pay for any services/treatment received after Your coverage ends. However, We will pay for covered services incurred while You were eligible if the procedures are completed within 31 days of the date Your coverage ends. A dental service is incurred for:

- an appliance (or change to an appliance), at the time the impression is made;
- a crown, bridge or cast restoration, at the time the tooth or teeth are prepared;
- root canal therapy, at the time the pulp chamber is opened; and
- all other dental services, at the time the service is performed, or the supply furnished.

### **Premiums**

Subject to the terms and conditions of the Contract, We agree to provide the Benefits described in this *EOC* in consideration of the Contractholder's remittance of the Premium when due or if You are being billed directly, Your payment of the required Premium when due.

### **How To Use This Plan**

We will pay Benefits for the dental services described in *Attachment A* subject to the limitations and exclusions described in *Attachment B*. We will pay Benefits only for covered services. Your Plan covers several categories of dental services when they are within the standards of generally accepted dental practice standards. Claims are processed in accordance with Our standard processing policies. We may use Dentists (dental consultants) to review treatment plans, diagnostic materials and/or prescribed treatments to determine generally accepted dental practices and to determine if treatment has a favorable prognosis. Limitations and exclusions will be applied for the period You are covered under any Delta Dental plan or prior dental care plan provided by the Contractholder. Additional eligibility periods, if any, are listed in *Attachment A*. If You receive dental services from a Dentist outside Your state of residence, the Dentist will be paid according to Our network payment provisions for Your state.

If a primary dental procedure includes component procedures that are performed at the same time as the primary procedure, the component procedures are considered to be part of the primary procedure for purposes of determining the Benefit payable, even when billed separately.

### **Coinsurance**

We will pay a percentage of the applicable Maximum Allowance for covered services, as shown in *Attachment A*, and You are responsible for paying the balance which is referred to as Coinsurance. Coinsurance is part of Your out-of-pocket cost even after any Deductible has been met.

The amount of Your Coinsurance will depend on the type of service and the Dentist providing the service. Dentists are required to collect Coinsurance for covered services. Your Contractholder has chosen to require Coinsurances as a method of sharing the costs of providing dental Benefits between the Contractholder and You. If the Dentist discounts, waives or rebates any portion of the Coinsurance to You, We will be obligated to provide as Benefits only the applicable percentages of the Dentist's fees or allowances reduced by the amount of the fees or allowances that are discounted, waived or rebated.

It is to Your advantage to select PPO Dentists because they have agreed to accept the PPO Maximum Allowance as payment in full for covered services, which typically results in lower out-of-pocket costs for You. Refer to the *Selecting Your Dentist* and *How Claims Are Paid* sections for more information.

**Deductible**

Your Plan features a Deductible. This is an amount You must pay out-of-pocket before Benefits are paid. The Deductible amounts are listed in *Attachment A*. Deductibles apply to all Benefits unless otherwise noted. Only the Dentist fees You pay for covered Benefits will count toward the Deductible.

**Emergency Care**

If You receive Emergency Care from a Non-Preferred Dentist because You cannot reasonably reach Preferred Dentist, We will pay Benefits as if the Emergency Care was provided by a Preferred Dentist.

**Maximum Amount**

A maximum amount is the maximum dollar amount We will pay toward the cost of dental care. You are responsible for paying costs above this amount. The maximum amount payable is shown in *Attachment A*. Maximums may apply on a Contract Term basis, yearly basis, a per services basis, or a lifetime basis.

**Pre-Treatment Estimate**

Pre-Treatment Estimate requests are not required; however, Your Dentist may file a claim form before beginning treatment showing the services to be provided to You. We will estimate the amount of Benefits payable for the listed services. By asking Your Dentist for a Pre-Treatment Estimate before You agree to receive any prescribed treatment, You will have an estimate up front of what We will pay and the difference You will need to pay. The Benefits will be processed according to the terms of the Plan when the treatment is actually performed. Pre-Treatment Estimates are valid for 365 days unless other services are received after the date of the Pre-Treatment Estimate, or until an earlier occurrence of any one of the following events:

- the date the Contract terminates;
- the date Benefits are changed if the services in the Pre-Treatment Estimate are part of a Benefit change;
- the date Your coverage ends; or
- the date the Dentist's agreement with Us ends.

A Pre-Treatment Estimate does not guarantee payment. It is an estimate of the amount We will pay when You are enrolled and meet all Plan requirements at the time the treatment is completed, and it may not consider any Deductibles.

## **Selecting Your Dentist - Free Choice of Dentist**

We will provide Your Plan with PPO Dentists and Premier Dentists at convenient locations. You may see any Dentist for Your covered treatment, whether the Dentist is a PPO Dentist, Premier Dentist or a Non-Delta Dental Dentist.

**Remember, You enjoy the greatest Benefits—including out-of-pocket savings—when You choose a PPO Dentist.** To take full advantage of Your Plan, We highly recommend You verify a Dentist's participation status with Your dental office before each appointment. Review the *How Claims Are Paid* section to understand the method of payments applicable to Your Dentist selection and how Your selection may impact Your out-of-pocket costs.

**Locating a PPO Dentist**

To locate a PPO Dentist, You may access information through Our website at [deltadentalins.com/ITDR](http://deltadentalins.com/ITDR) or contact Our Customer Service Center at 855-251-0971.

## How Claims are Paid

### **PPO Dentist – Payment for Services**

Payment for covered services provided by a PPO Dentist is calculated based on the lesser of the Dentist's Submitted Fee or the Maximum Allowance. PPO Dentists have agreed to accept the PPO Maximum Allowance as payment in full for covered services.

The portion of the Maximum Allowance payable by Us is limited to the applicable Contract Benefit Levels shown in *Attachment A*. Our payment is sent directly to the PPO Dentist who submitted the claim. We will advise You of any charges not payable by Us for which You are responsible. These charges are Your share of the Maximum Allowance, and any cost sharing features such as deductibles, charges where the maximum has been exceeded, any limitations or exclusions, and/or charges for non-covered services. You are encouraged to visit a PPO Dentist to reduce out-of-pocket costs.

### **Premier Dentist – Payment for Services**

Payment for covered services provided by a Premier Dentist is calculated based on the lesser of the Dentist's Submitted Fee or the Maximum Allowance. A Premier Dentist is a contracted Dentist who is not contracted as a PPO Dentist and has not agreed to accept the PPO Maximum Allowance as payment in full for covered services. Rather, Premier Dentists have agreed to accept the Premier Maximum Allowance, which in most cases is higher than the PPO Maximum Allowance.

The portion of the Maximum Allowance payable by Us is limited to the applicable Contract Benefit Levels shown in *Attachment A*. Our payment is sent directly to the Premier Dentist who submitted the claim. We will advise You of any charges not payable by Us for which You are responsible. These charges are Your share of the Maximum Allowance, and any cost sharing features such as deductibles, charges where the maximum has been exceeded, any limitations or exclusions, and/or charges for non-covered services.

Under certain plan designs, regardless of whether You receive services from a PPO Dentist or a Premier Dentist, claims are paid based on the PPO Maximum Allowance. A Premier Dentist may bill the difference between the PPO Maximum Allowance and the Premier Maximum Allowance. In such instances, Your out-of-pocket expense will be higher than a visit to a PPO Dentist.

When seeking services from a Premier Dentist, You are encouraged to review the *Attachment A* to verify the Dentist's in-network status or contact Our Customer Service Center at 855-251-0971 for assistance.

### **Non-Delta Dental Dentist - Payment for Services**

Payment for covered services provided by a Non-Delta Dental Dentist is calculated based on the lesser of the Dentist's Submitted Fee or the Maximum Allowance. Because these Dentists are not contracted, We cannot limit the amount charged to You. Seeking treatment from a Non-Delta Dental Dentist will generally result in higher out-of-pocket costs to You.

The portion of the Maximum Allowance payable by Us is limited to the applicable Contract Benefit Levels shown in *Attachment A*. Non-Delta Dental Dentists have no agreement with Us and are free to bill You for any difference between what We pay and the Submitted Fee.

You may be required to pay the Dentist and then submit a claim to Us for reimbursement. When dental services are received from a Non-Delta Dental Dentist, Our payment is sent directly to You unless You made an assignment of benefits to the Dentist.

We will advise You of any charges not payable by Us for which You are responsible. These charges are Your share of the Maximum Allowance, and any cost sharing features such as deductibles, charges where the maximum has been exceeded, any limitations and exclusions, and/or charges for non-covered services.

**How to Submit a Claim**

We do not require special claim forms. However, most dental offices have claim forms available. PPO and Premier Dentists will submit Your claims paperwork for You. Non-Delta Dental Dentists may also provide this service upon Your request. If You receive services from a Non-Delta Dental Dentist who does not provide this service, You can submit Your claim directly to Us. Your dental office should be able to assist You in filling out the claim form. Claims should be submitted to:

Delta Dental Insurance Company  
P.O. Box 1809  
Alpharetta, GA 30023-1809

**Claim Forms**

When We receive notice of a claim that does not contain all necessary information or is not on an appropriate claim form, forms for filing will be sent to You along with a request for any missing information. If these forms are not provided within 15 days, You will meet Our requirements if We are given written proof of the nature and extent of the loss.

**Proofs of Loss**

Written proof of loss (claims forms or other evidence of the claim that is ordinarily required) must be furnished to Us within 90 days after the date of such loss. Failure to furnish such proof of loss within the time required will not invalidate or reduce any claim if not reasonably possible to give proof within such time. However, proof of loss must be furnished as soon as reasonably possible.

**Time Payment for Claims**

All Benefits will be paid promptly as they become payable. We will pay or deny a claim within 60 days after receipt of proof of loss provided it contains all necessary information needed for payment of the claim.

**Payment of Claims**

All Benefits not paid to the Dentist will be payable to You as the Primary Enrollee, or Dependent Enrollee, or to the estate, or to an alternate recipient as directed by court order, except that if the person is a minor or otherwise not competent to give a valid release, Benefits may be payable to the parent, guardian, or to any relative by blood or connection by marriage of the individual who is considered by Us to be equitably entitled to the benefit.

**Enrollee Complaint Procedure**

We will notify You and Your Dentist if Benefits are denied for services, in whole or in part, stating the reason(s) for denial. You have at least 180 days after receiving a notice of denial to request a complaint or appeal by telephone or in writing, giving reasons why You believe the denial was wrong or the nature of Your complaint. You and Your Dentist may also ask Us to examine any additional information provided that may support Your request.

If You have a complaint regarding eligibility, the denial of dental services or claims, Our policies, procedures or operations, or the quality of dental services performed by a Dentist, You may contact Our Customer Service Center at 855-251-0971 or submit a written complaint or appeal to:

Delta Dental Insurance Company  
P.O. Box 1860  
Alpharetta, GA 30023

Requests may also be made online via Our website at [deltadentalins.com/ITDR](http://deltadentalins.com/ITDR). We will send You a written acknowledgment within five (5) days of receipt of the appeal. We will make a full and fair review and may ask for more documents during this review if needed. The review will consider all comments, documents, records, or other information, regardless of whether such information was submitted or considered initially. If the review is of a denial based in whole or in part on lack of

dental necessity, experimental treatment, or clinical judgment in applying the terms of the Plan, We will consult with a Dentist who has appropriate training and experience. The review will be conducted by a person who is neither the individual who made the claim denial that is subject to the review, nor the subordinate of such individual. We will send You a decision within 30 days after receipt of Your appeal.

If You believe You need further review of Your appeal, You may contact Your state regulatory agency if applicable. If the group health Plan is subject to the Employee Retirement Income Security Act of 1974 (“ERISA”), You may contact the U.S. Department of Labor, Employee Benefits Security Administration (“EBSA”) for further review of the claim or if You have questions about the rights under ERISA. You may also bring a civil action under Section 502(a) of ERISA.

The address of the U.S. Department of Labor is:  
U.S. Department of Labor  
Employee Benefits Security Administration (“EBSA”)  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

### **Coordination of Benefits**

If You or Your Dependents are covered by any other dental plan and receive a service covered by this Plan and the other dental plan, Benefits will be coordinated. If this Plan is the “primary” plan, We will not reduce Benefits. If this Plan is the “secondary” plan, We may reduce Benefits so that the total Benefits paid or provided by all plans do not exceed 100% of total allowable expense.

But if this Plan is the “secondary” plan, We determine Benefits after those of the primary plan and will pay the lesser of the amount that We would pay in the absence of any other dental Benefit coverage or Your total out-of-pocket cost under the primary plan for Benefits covered under Your Plan.

### **In order to determine which plan is primary, We will use the following rules.**

- The plan covering You as a Primary Enrollee is primary over a plan covering You as a Dependent.
- The plan covering You as an employee/a retiree is primary over a plan covering You as a Dependent; except that if You are also a Medicare beneficiary, and because of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
  - Secondary to the plan covering You as a Dependent; and
  - Primary to the plan covering You as other than a Dependent (i.e., a retired employee), then the Benefits of the plan covering You as a Dependent are determined before those of the plan covering You as other than a Dependent.
- The Benefits of a plan covering You as an employee, if applicable, who is neither laid-off nor retired are determined before those of a plan covering You as a laid-off or retired employee. The same holds true if You are a Dependent of a Primary Enrollee as a retiree or an employee. If the other plan does not have this rule, and as a result, the plans do not agree on the order of Benefits, this rule is ignored.
- If Your coverage is provided under a right of continuation pursuant to federal or state law also is covered under another plan, the following will be the order of benefit determination.
  - First, the Benefits of a plan covering You as an employee, if applicable, or Primary Enrollee (or the Primary Enrollee’s Dependent).
  - Second, the Benefits under the continuation coverage.

If the other plan does not have the rule described above, and if, as a result, the plans do not agree on the order of Benefits, this rule is ignored.

- If none of the above rules determines the order of Benefits, the Benefits of the plan covering You as an employee/a retiree longer are determined before those of the plan covering You for the shorter term.
- When determination cannot be made in accordance with the rules above, the Benefits of a plan that is a medical plan covering dental as a Benefit will be primary to a standalone dental plan.

## **Renewal and Termination of Benefits**

This Plan renews on the anniversary of the Contract unless We provide notice of a change in Premiums or Benefits and the Contractholder does not accept the change. Your Benefits will terminate:

- As of the date this Plan is terminated,
- You cease to be eligible under the terms of this Plan, or
- Your enrollment is canceled under the terms of this Plan.

We are not obligated to continue to provide Benefits to You or Your Dependents except for completion of dental treatment started when this Plan was in effect.

### **Cancellation of Enrollment**

Your enrollment may be canceled, or renewal of enrollment refused, in the following events:

Immediately:

- Upon loss of eligibility as determined by the Contractholder; or
- If You engage in conduct detrimental to safe operations and the delivery of services while receiving services from a PPO or Premier Dentist.

Upon 15 days written notice if:

- The Premiums are not paid by, or on behalf of You, on the date due. However, You may continue to receive Benefits during the Grace Period and may be reinstated during the term of the Contract upon payment of any unpaid Premium; or
- You knowingly commit or permit another person to commit fraud or deception in obtaining Benefits.

Upon 30 days written notice if:

- The Contract is terminated or not renewed; or
- You fail to pay Coinsurances and/or Deductibles, if applicable. However, You may be reinstated during the term of the Contract upon payment of all delinquent charges.

The Contractholder will provide You with 15 days advance notice prior to cancellation or discontinuance of this Plan.

Cancellation of Your enrollment will automatically cancel the enrollment of any of Your Dependent Enrollees.

## **General Provisions**

### **Conformity With Prevailing Laws**

All legal questions about the Contract will be governed by the state where the Contract was entered into and is to be performed. Any part of the Contract which conflicts with the laws of the state or federal law is hereby updated to conform to the minimum requirements of such laws.

### **Compliance with Administrative Simplification, Security and Privacy Regulations**

The parties will comply in all respects with applicable federal, state and local laws and regulations relating to administrative simplification, security and privacy of individually identifiable information including executing any agreements as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The parties agree that the Contract will incorporate terms as necessary and as applicable to execute the required agreements (i.e., business associate agreement) to comply with federal regulations issued under the HIPAA and Health Information Technology for Economic and Clinical Health ("HITECH") Act or to comply with any other enacted administrative simplifications, security or privacy laws or regulations.

### **Entire Contract**

The Contract, including this *EOC*, and any attachments, is the entire agreement between the parties. No agent has authority to change or waive any of its provisions. Changes are not valid unless approved by one of Our executive officers.

### **Incontestability**

After the Contract has been in force for three (3) years from the Effective Date, no statement made by the Contractholder will be used to void the Contract. No statement by any person, if applicable, or You with respect to Your insurability will be used to reduce or deny a claim or contest the validity of insurance for You after Your coverage has been in effect three (3) years or more during Your lifetime.

No claims for loss incurred or disability commencing after three (3) years from the date of issue of the Contract will be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss existed prior to the Effective Date of the Contract.

### **Legal Actions**

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

### **Misstatements on Application; Effect**

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

### **Severability**

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

### **Non-Discrimination**

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

We:

- Provide free aids and services to people with disabilities to communicate effectively with Us, such as:
  - Qualified sign language interpreters;

- Written information in other formats (large print, audio, accessible electronic formats, other formats).
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters;
  - Information written in other languages.

If You need these services, contact Our Customer Service Center at 855-251-0971.

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, including sex stereotypes and gender identity, You can file a grievance electronically online, over the phone with a representative, or by mail.

Delta Dental  
P.O. Box 997100  
Sacramento, CA 95899  
Telephone Number: 855-251-0971  
Website Address: [deltadentalins.com/ITDR](http://deltadentalins.com/ITDR)

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

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

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

## Attachment A – PPO Plan Description of Dental Benefits, Deductibles, Maximums and Contract Benefit Levels

**Contractholder:** Insurance Trust for Delta Retirees, Inc.

**Group Number:** 21058

**Effective Date:** January 1, 2025

Deductible and maximum amounts will be determined on a Calendar Year basis per Enrollee unless otherwise stated and are subject to *Attachment B - Limitations and Exclusions*.

<b>Description of Dental Benefits</b>	
<b>Dental Benefit</b>	<b>Dental Benefit Description</b>
<b>Benefit Category</b>	
<b>Exams</b>	evaluation to assess oral health
Diagnostic and Preventive	
<b>X-Rays</b>	radiographic imaging services to aid diagnosis
Diagnostic and Preventive	
<b>Prophylaxis</b>	services to remove plaque, tartar and stains from the tooth surface
Diagnostic and Preventive	
<b>Space Maintainers</b>	oral appliance made to “maintain” the space created by the loss of a tooth
Diagnostic and Preventive	
<b>Minor Restorative</b>	amalgam (silver filling) and resin-based composite (tooth-colored filling) for treatment of decay, failing restorations or fractures
Basic	
<b>Stainless Steel Crowns</b>	prefabricated crowns used to repair teeth
Major	
<b>Endodontics</b>	treatment of diseases and injuries of the tooth pulp
Basic	
<b>Periodontics; Surgical</b>	surgical treatment of gums and bones supporting teeth
Basic	
<b>Periodontics; Non-Surgical</b>	non-surgical treatment of gums and bones supporting teeth
Basic	
<b>Periodontal Maintenance</b>	a cleaning performed to maintain periodontal health after periodontal treatment
Diagnostic and Preventive	
<b>Denture Repair/Rebase/Reline</b>	repair to partial or complete dentures, including rebase procedures and relining
Basic	
<b>Extractions</b>	removal of teeth
Basic	
<b>Surgical Extractions</b>	removal of teeth by opening the gums and removing bone
Basic	
<b>Other Oral Surgery</b>	oral surgery services with the exception of surgical and non-surgical extractions
Basic	
<b>Palliative Treatment</b>	treatment to relieve pain
Diagnostic and Preventive	
<b>IV Sedation &amp; General Anesthesia</b>	when administered by a Dentist for Oral Surgery or selected endodontic and periodontal surgical procedures
Basic	

<b>Consultation</b>	opinion or advice requested by a Dentist
Basic	
<b>Major Restorative</b>	treatment of decay and fracture when teeth cannot be restored with amalgam (silver filling) or resin-based composites (tooth-colored filling)
Major	
<b>Prosthodontics; Removable</b>	procedures for construction, modification and repair of partial or complete dentures
Major	
<b>Prosthodontics; Fixed</b>	procedures for construction, modification and repair of fixed bridges
Major	
<b>Implants</b>	procedures for the surgical placement and removal of endosteal, eposteal and transosteal implants and for implant supported prosthetics, including implant connecting bars, implant repairs and recementation. Implants are defined as prosthetic appliances placed into or on the bone of the maxilla or mandible (upper or lower jaw) to retain implant supported dental prosthesis
Major	
<b>Orthodontic</b>	procedures using appliances to treat malocclusion of teeth and/or jaws which significantly interferes with their function
Orthodontic	
<b>Cone Beam CT</b>	x-ray technique that captures multiple images of the head and neck from a variety of angles
Major	
<b>Night Guards/Occlusal Guards</b>	intraoral removable appliances provided for treatment of harmful oral habits
Basic	

#### Additional Benefits During Pregnancy

We will pay for additional Benefits to help improve oral health during pregnancy. The additional Benefits include one (1) additional oral exam and either one (1) additional routine cleaning; one (1) additional periodontal scaling and root planing per quadrant or one (1) additional periodontal maintenance procedure. Written confirmation of the pregnancy must be provided when the claim is submitted.

#### Deductibles

<b>Annual Deductible</b>	\$60 per Enrollee
<b>Deductibles waived for</b>	Diagnostic & Preventive and Orthodontic Benefits

#### Maximums

<b>Annual Maximum</b>	\$2,000
<b>Orthodontic Maximum</b>	\$2,500 per Enrollee per lifetime
<b>Maximum Takeover</b>	We will apply any amount paid under Your prior dental coverage for Orthodontic Benefits towards the lifetime maximum payable for such dental Benefit category.

### **Contract Benefit Levels**

Our reimbursement to Dentists is based on PPO Maximum Contract Allowance for PPO Dentists, Premier Maximum Contract Allowance for Premier Dentists and Program Allowance for Non-Delta Dental Dentists.

We will pay the Contract Benefit Level for the following Benefits.

<b>Dental Benefit Category</b>	<b>PPO Dentists</b>	<b>Premier and Non-Delta Dental Dentists</b>
Diagnostic and Preventive	100%	100%
Basic	70%	70%
Major	50%	50%
Orthodontic	50%	50%

## **Attachment B - PPO Plan Limitations and Exclusions**

**Contractholder:** Insurance Trust for Delta Retirees, Inc.

**Group Number:** 21058

**Contract Term:** Calendar Year (unless otherwise specified)

**Effective Date:** January 1, 2025

### **Limitations**

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

#### *Examples of Optional Services:*

- a composite restoration instead of an amalgam restoration on posterior teeth;
  - a crown where a filling would restore the tooth;
  - an inlay/onlay instead of an amalgam restoration;
  - porcelain, resin or similar materials for crowns placed on a maxillary second or third molar, or on any mandibular molar (an allowance will be made for a porcelain fused to high noble metal crown); or
  - an overdenture instead of a denture.
- Exam and cleaning limitations:
    - We will pay for oral examinations (except after-hours exams and exams for observation) no more than twice in a Calendar Year.
    - We will pay for cleanings no more than four (4) times in a 12-month period.
    - We will pay for scaling in presence of generalized moderate or severe gingival inflammation-full mouth (including periodontal maintenance in the presence of inflamed gums or any combination thereof) no more than four (4) times in a 12-month period.
    - Full mouth debridement is not allowed when performed by the same Dentist/Dentist office on the same day as evaluation procedures.
    - A full mouth debridement is allowed once in a lifetime when You have no history of prophylaxis, scaling and root planing, periodontal surgery or periodontal maintenance procedures within three (3) years. When allowed a full mouth debridement counts toward the maintenance frequency in the year provided.
    - Note that full mouth debridement is covered as a Basic Benefit and that periodontal maintenance, Procedure Codes that include periodontal maintenance and routine cleanings (including scaling in presence of generalized moderate or severe gingival inflammation-full mouth) are covered as a Diagnostic and Preventive Benefit. See note on additional Benefits during pregnancy.
    - Caries risk assessments are allowed once in 12 months.
  - Image limitations:
    - We will limit the total reimbursable amount to the Dentist's Submitted Fee for a comprehensive series of radiographic images when the fees for any combination of intraoral images in a single treatment series meet or exceed the Submitted Fee for a comprehensive intraoral series.
    - If a panoramic image is taken in conjunction with a comprehensive intraoral series, We will limit reimbursement to the Dentist's Submitted Fee for the comprehensive intraoral series, and the fee for the panoramic image will be Your responsibility. Panoramic images are not considered part of a comprehensive intraoral series.
    - Benefits are limited to either one (1) comprehensive intraoral series or one (1) panoramic image once every 36 months.
    - Bitewing images are limited to one (1) time in a 12-month period. Bitewings of any type are disallowed within 12 months of a full mouth series unless warranted by special circumstances.
    - Bitewing images of any type are included in the fee of a comprehensive series when taken within six (6) months of the comprehensive images.
    - Bitewing images are limited to two (2) images for Dependent Enrollee children under age 10.
    - Image capture procedures are not separately billable services.
  - Cone Beam CT capture and interpretation are covered not more than once in any 12 month period. Interpretation of a diagnostic image only is covered for cone beam services. Cone beam interpretation is a covered Benefit when provided by a different Dentist/Dentist office than the Dentist/Dentist office who provided the cone beam capture only services.
  - Application of caries arresting medicament is limited to twice per tooth per Calendar Year.

- Space maintainer limitations:
  - Space maintainers are limited to the initial appliance and are a Benefit for Dependent Enrollee children to age 14. A distal shoe space maintainer-fixed-unilateral is limited to Dependent Enrollee children eight (8) and younger. A separate/additional space maintainer can be allowed after the removal of a unilateral distal shoe.
  - Recementation of space maintainer is limited to once per lifetime.
  - The removal of a fixed space maintainer is included in the fee. An exception is made if the removal is performed by a different Dentist/Dentist office.
- 3D images are not a covered Benefit.
- Specialist Consultations are limited to once per lifetime per Dentist and count toward the oral exam frequency. Screenings or assessments reported individually when covered are limited to only one (1) in a 12-month period and included if reported with any other examination on the same date of service and Dentist office.
- We will not cover replacement of a prefabricated crowns within 60 months of treatment if the service is provided by the same Dentist/Dentist office. Replacement restorations within 60 months are included in the fee for the original restoration.
- The removal of an indirect restoration is a part of a subsequent restorative procedure.
- Prefabricated crowns are allowed on baby (deciduous) teeth and permanent teeth for Dependent Enrollee children to age 16.
- Pulpal therapy (resorbable filling) is limited to once in a lifetime. Retreatment of root canal therapy by the same Dentist/Dentist office within 24 months is considered part of the original procedure.
- Apexification is only benefited on permanent teeth with incomplete root canal development or for the repair of a perforation. Apexification visits have a lifetime limit per tooth of one (1) initial visit, one (1) interim visit and one (1) final visit for Dependent Enrollees to age 19.
- Retreatment of apical surgery by the same Dentist/Dentist office within 24 months is considered part of the original procedure.
- Palliative treatment is covered per visit, not per tooth, and the fee includes all treatment provided other than required images or select Diagnostic procedures.
- Periodontal limitations:
  - Benefits for periodontal scaling and root planing in the same quadrant are limited to once in every 24-month period. See note on additional Benefits during pregnancy. In the absence of supporting documentation, no more than two quadrants of scaling and root planing will be covered on the same date of service.
  - Periodontal surgery in the same quadrant is limited to once in every 36-month period and includes any surgical re-entry or scaling and root planing performed within 36 months by the same Dentist/Dentist office.
  - Periodontal services, including bone replacement grafts, guided tissue regeneration, graft procedures and biological materials to aid in soft and osseous tissue regeneration are only covered for the treatment of natural teeth and are not covered when submitted in conjunction with extractions, periradicular surgery, ridge augmentation or implants. Guided tissue regenerations and/or bone grafts are not benefited in conjunction with soft tissue grafts in the same surgical area.
  - Periodontal surgery is subject to a 30 day wait following periodontal scaling and root planing in the same quadrant.
  - Cleanings (regular and periodontal) and full mouth debridement are subject to a 30 day wait following periodontal scaling and root planing if performed by the same Dentist office.
  - When implant procedures are a covered Benefit, scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure is covered as a Basic Service and are limited to once in a 24-month period.
- Oral Surgery services are covered once in a lifetime except removal of cysts and lesions and incision and drainage procedures, which are covered once in the same day.

- The following Oral Surgery procedure is limited for Dependent Enrollees to age 19 (or Orthodontic limiting age): transseptal fiberotomy/supra crestal fiberotomy, by report.
- The following Oral Surgery procedures are limited for Dependent Enrollees to age 19 (or Orthodontic limiting age) provided Orthodontic Services are covered: surgical access of an unerupted tooth, placement of device to facilitate eruption of impacted tooth, and surgical repositioning of teeth.
- Frenulectomy and frenuloplasty are only considered in cases of ankyloglossia (tongue-tie) interfering with feeding or speech as diagnosed and documented by a physician, or the frenum is contributing to the presence of a large diastema(s).
- Crowns and inlays/onlays are limited for Dependent Enrollee children to age 12 and older and are covered not more often than once in any 60-month period except when We determine the existing crown or inlay/onlay is not satisfactory and cannot be made satisfactory because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues.
- Core buildup, including any pins, are covered not more than once in any 60-month period.
- Post and core services are covered not more than once in any 60-month period.
- Crown repairs are covered not more than once in any 12-month period. Crowns, inlays/onlays and fixed bridges include repairs for 24 months following installation.
- Denture Repairs are covered not more than once in any six (6) month period except for fixed Denture Repairs which are covered not more than twice in any 60-month period.
- Prosthodontic appliances, implants and/or implant supported prosthetics that were provided by Us will be replaced only after 60 months have passed, except when We determine that there is such extensive loss of remaining teeth or change in supporting tissue that the existing fixed bridge or denture cannot be made satisfactory. Fixed prosthodontic appliances are limited to age 16 and older. Replacement of a prosthodontic appliance and/or implant supported prosthesis not provided by Us will be made if We determine it is unsatisfactory and cannot be made satisfactory. Diagnostic and treatment facilitating aids for implants are considered a part of, and included in, the fees for the definitive treatment. Our payment for implant removal is limited to one (1) for implant site per 60 months whether provided under Our plan or any other dental care plan.
- When a posterior fixed bridge and a removable partial denture are placed in the same arch in the same treatment episode, only the partial denture will be a Benefit.
- Recementation of crowns or bridges is included in the fee for the crown or bridge when performed by the same Dentist/Dentist office within six (6) months of the initial placement. After six (6) months, payment will be limited to one (1) recementation in a 12-month period by the same Dentist/Dentist office.
- We limit payment for dentures to a standard partial or complete denture. A standard denture means a removable appliance to replace missing natural, permanent teeth that is made from acceptable materials by conventional means and includes routine post delivery care including any adjustments and relines for the first six (6) months after placement.
  - Denture rebase is limited to one (1) per arch in a 36-month period and includes any relining and adjustments for six (6) months following placement.
  - Dentures, removable partial dentures and relines include adjustments for six (6) months following installation. After the initial six (6) months of an adjustment or reline, adjustments are limited to two (2) per arch in a Calendar Year and relining is limited to one (1) per arch in a 36-month period.
 

Immediate dentures and immediate removable partial dentures include adjustments for three (3) months following installation. After the initial three (3) months of an adjustment or reline, adjustments are limited to two (2) per arch in a Calendar Year and relining is limited to one (1) per arch in a 36-month period.
- Tissue conditioning is limited to one (1) per arch in a 36-month period. Tissue conditioning is not allowed as a separate Benefit when performed on the same day as a denture, reline or rebase service.
- Recementation of fixed partial dentures is limited to once in a lifetime.

- Orthodontic limitations:
  - Benefits for Orthodontic Services will be provided in periodic payments based on Your continuing eligibility.
  - Benefits are not paid to repair or replace any Orthodontic appliance received.
  - Benefits are not paid for Orthodontic retreatment procedures.
  - Orthodontic treatment must be provided by a licensed Dentist.
  - The removal of fixed Orthodontic appliances for reasons other than completion of treatment is not a covered Benefit.
  - Limited Orthodontic treatment (any dentition) and comprehensive Orthodontic treatment (any dentition) are part of comprehensive Orthodontic treatment with orthognathic surgery.
- All Orthodontic services, including direct to consumer Orthodontics, must be provided by a licensed Dentist authorized to deliver care in Your state. Claims for Benefits that are not provided by a Dentist are not eligible for reimbursement.
- The fees for synchronous/asynchronous teledentistry services are considered inclusive in overall patient management and are not a separately payable service.
- When done in conjunction with the removal of an impacted tooth, complete bony, with unusual surgical complications, nerve dissection is part of that extraction procedure. Otherwise, nerve dissection is not a Benefit.
- Night Guard/Occlusal Guard limitations:
  - We will cover the repair of any appliances for Night Guard/Occlusal Guard Services once in 24 months. The replacement of appliances for Night Guard/Occlusal Guard Services is limited to once every 24 months. Adjustment of an occlusal guard is allowed once in 24 months following six (6) months from initial placement.

## **Exclusions**

### **We do not pay Benefits for:**

- Treatment of injuries or illness covered by workers' compensation or employers' liability laws; services received without cost from any federal, state or local agency, unless this exclusion is prohibited by law.
- Cosmetic surgery or procedures for purely cosmetic reasons.
- Maxillofacial prosthetics.
- Provisional and/or temporary restorations (except an interim removable partial denture to replace extracted anterior permanent teeth during the healing period for Dependent Enrollee children 16 years of age or under). Provisional and/or temporary restorations are not separately payable procedures and are included in the fee for completed service.
- Services for congenital (hereditary) or developmental (following birth) malformations, including but not limited to cleft palate, upper and lower jaw malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth) and anodontia (congenitally missing teeth), except those services provided to newborn Dependent Enrollee children for medically diagnosed congenital defects or birth abnormalities.
- Treatment to stabilize teeth, treatment to restore tooth structure lost from wear, erosion, or abrasion or treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion. Examples include but are not limited to: equilibration, periodontal splinting and abfraction.
- Any Single Procedure provided prior to the date the Enrollee became eligible for Benefits under this Plan.
- Prescribed drugs, medication, pain killers, or experimental/investigational procedures.
- Charges for anesthesia, other than General Anesthesia and IV Sedation in connection with Oral Surgery or selected Endodontic and Periodontal surgical procedures. Local anesthesia and regional/or trigeminal bloc anesthesia are not separately payable procedures.
- Extra oral grafts (grafts of tissues obtained from extraoral sites of the Enrollee's own body to their oral tissues).

- Laboratory processed crowns for Dependent Enrollee children under age 12.
- Fixed bridges and removable partials for Dependent Enrollee children under age 16.
- Interim implants, endodontic endosseous implant and extraoral implants.
- Indirectly fabricated resin-based inlays/onlays.
- Charges by any hospital or other surgical or treatment facility and any additional fees charged by the Dentist for treatment in any such facility.
- Treatment by someone other than a Dentist or a person who by law may work under a Dentist's direct supervision.
- Charges incurred for oral hygiene instruction, a plaque control program, preventive control programs including home care times, dietary instruction, image duplications, cancer screening or tobacco counseling.
- Dental practice administrative services including, but not limited to, preparation of claims, any non-treatment phase of dentistry such as provision of an antiseptic environment, sterilization of equipment or infection control, or any ancillary materials used during the routine course of providing treatment such as cotton swabs, gauze, bibs, masks or relaxation techniques such as music.
- Procedures having a questionable prognosis based on a dental consultant's professional review of the submitted documentation.
- Any tax imposed (or incurred) by a government, state or other entity, in connection with any fees charged for Benefits provided under the Contract, will be the responsibility of the Enrollee and not a covered Benefit.
- Deductibles, amounts over plan maximums and/or any service not covered under this Plan.
- Services covered but exceed Benefit limitations or are not in accordance with processing policies in effect at the time the claim is processed.
- Services for Orthodontic treatment (treatment of malocclusion of teeth and/or jaws) except as provided under the Orthodontic Benefits section.
- Services for any disturbance of TMJ or associated musculature, nerves and other tissues except as provided under the TMJ Benefit section.
- Missed and/or cancelled appointments.
- Actions taken to schedule and assure compliance with patient appointments are inclusive with office operations and are not a separately payable service.
- The fees for care coordination are considered inclusive in overall patient management and are not a separately payable service.
- Dental case management motivational interviewing and patient education to improve oral health literacy.
- Non-ionizing diagnostic procedure capable of quantifying, monitoring and recording changes in structure of enamel, dentin, and cementum.
- Diabetes testing.
- Corticotomy (specialized Oral Surgery procedure associated with Orthodontics).
- Antigen or antibody testing.
- Counseling for the control and prevention of adverse oral, behavioral and systemic health effects associated with high-risk substance use.
- Services or supplies for sleep apnea.

- Cone beam image capture only is not a covered Benefit.
- Administration of dermal fillers.
- Administration of neuromodulators.
- Services or supplies for Sealants.

## **HIPAA Notice of Privacy Practices**

### **CONFIDENTIALITY OF YOUR HEALTH INFORMATION**

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

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

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

### **PERMITTED USES AND DISCLOSURES OF YOUR PHI**

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

Your explicit authorization is not required to disclose information about yourself for purposes of health care treatment, payment of claims, billing of premiums, and other health care operations. If your benefit plan is sponsored by your employer or another party, we may provide PHI to your employer or plan sponsor to administer your benefits. As permitted by law, we may disclose PHI to third-party affiliates that perform services for Delta Dental to administer your benefits, and who have signed a contract agreeing to protect the confidentiality of your PHI, and have implemented privacy policies and procedures that comply with applicable federal and state law.

Some examples of disclosure and use for treatment, payment or operations include: processing your claims, collecting enrollment information and premiums, reviewing the quality of health

care you receive, providing customer service, resolving your grievances, and sharing payment information with other insurers. Some other examples are:

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

### **Other permitted uses and disclosures without an authorization**

We are permitted to disclose your PHI upon your request, or to your authorized personal representative (with certain exceptions), when required by the U. S. Secretary of Health and Human Services to investigate or determine our compliance with the law, and when otherwise required by law. Delta Dental may disclose your PHI without your prior authorization in response to the following:

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

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

### **Disclosures Delta Dental makes with your authorization**

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

## **YOUR RIGHTS REGARDING PHI**

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

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

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

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

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

### **You have the right to correct or update your PHI.**

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

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

Delta Dental agrees to obtain your authorization for the use or disclosure of PHI for marketing when required by law. You have the opportunity to opt-out of marketing that is permitted by law without an authorization. Delta Dental does not use your PHI for fundraising purposes.

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

Alternate or confidential communication is available if disclosure of your PHI to the address on file could endanger you. You may be required to provide us with a statement of possible danger,

as well as specify a different address or another method of contact. Please make this request in writing to the address noted at the end of this notice.

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

You have a right to an accounting of disclosures with some restrictions. This right does not apply to disclosures for purposes of treatment, payment, or health care operations or for information we disclosed after we received a valid authorization from you. Additionally, we do not need to account for disclosures made to you, to family members or friends involved in your care, or for notification purposes. We do not need to account for disclosures made for national security reasons, certain law enforcement purposes or disclosures made as part of a limited data set. Please contact us at the number at the end of this notice if you would like to receive an accounting of disclosures or if you have questions about this right.

**You have the right to get this notice by email.**

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

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

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

**COMPLAINTS**

You may file a complaint with Delta Dental and/or with the U. S. Secretary of Health and Human Services if you believe Delta Dental has violated your privacy rights. Complaints to Delta Dental may be filed by notifying the contact below. We will not retaliate against you for filing a complaint.

**CONTACTS**

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

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

This notice is effective on and after January 1, 2017.

*Note: Delta Dental's privacy practices reflect applicable federal law as well as known state law and regulations. If applicable state law is more protective of information than the federal privacy laws, Delta Dental protects information in accordance with the state law.*

**Last Significant Changes to this notice:**

- Clarified that Delta Dental does not use your PHI for fundraising purposes. Effective January 1, 2016
- Clarified that Delta Dental's privacy policy reflect federal and state requirements. – effective January 1, 2015
- Updated contact information (mailing address and phone number) – effective July 1, 2013
- Updated Delta Dental's duty to notify affected individuals if a breach of their unsecured PHI occurs – effective July 1, 2013
- Clarified that Delta Dental does not and will not sell your information without your express written authorization – effective July 1, 2013
- Clarified several instances where the law requires individual authorization to use and disclose information (e.g., fundraising and marketing as noted above) – effective July 1, 2013

**DELTA DENTAL AND ITS AFFILIATES**

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

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

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

Delta Dental of Pennsylvania's affiliates are Delta Dental of Delaware; Delta Dental of the District of Columbia and Delta Dental of West Virginia.

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

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