

DeltaCare[®] USA

Dental Health Care Program for Eligible
Employees and Dependents

Combined Evidence of Coverage and Disclosure Form

MD15B

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
800-422-4234

deltadentalins.com

EVIDENCE OF COVERAGE

DISCLOSURE FORM

DeltaCare® USA Dental Health Care Program

This booklet is a Combined Evidence of Coverage and Disclosure Form (“EOC”) for your DeltaCare USA Dental Health Care Program (“Program”) provided by ALPHA Dental Programs, Inc. (“ALPHA”). The Program has been established and is administered in accordance with the provisions of a Group Dental Service Contract (“Contract”) issued by ALPHA.

This EOC describes the provisions of the Contract between your group and ALPHA. This EOC provides coverage for dental services and Benefits as a Dental Plan Organization in accordance with the terms and conditions specified in the Contract.

THE EOC CONSTITUTES ONLY A SUMMARY OF THE PROGRAM. THE CONTRACT MUST BE CONSULTED TO DETERMINE THE EXACT TERMS AND CONDITIONS OF THE COVERAGE PROVIDED UNDER IT.

A COPY OF THE CONTRACT WILL BE FURNISHED UPON REQUEST. ANY DIRECT CONFLICT BETWEEN THE CONTRACT AND THE EOC WILL BE RESOLVED ACCORDING TO THE TERMS WHICH ARE MOST FAVORABLE TO YOU. READ THIS EOC CAREFULLY AND COMPLETELY.

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 800-422-4234.

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Definitions

As used in this booklet:

Administrator means Delta Dental Insurance Company ("Delta Dental"), or other entity designated by Alpha, operating as an Administrator in the state of Maryland. Certain functions described in the Contract and in this booklet may be performed by the Administrator, as designated by Alpha. The mailing address for the Administrator is P.O. Box 1803, Alpharetta, GA 30023. The Administrator will answer calls directed to 800-422-4234.

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

Benefits mean those dental services which are provided 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 Employees.

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 Specialist means a Dentist who provides Specialist Services and who has agreed to provide Benefits to Enrollees under this Program.

Copayment means the amount charged to an Enrollee by a Contract 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.

Domestic Partner means a person who, together with the Eligible Employee, has affirmed a domestic partnership through an affidavit of domestic partnership filed with the Client.

Eligible Dependent means any dependent of an Eligible Employee who is eligible for Benefits as described in this booklet.

Eligible Employee means any employee or group member who is eligible for Benefits as described in this booklet.

Emergency Services mean only those dental services immediately required for alleviation of severe pain, swelling or bleeding, or immediately required to avoid placing the Enrollee's health in serious jeopardy.

Enrollee means an Eligible Employee ("Primary Enrollee") or an Eligible Dependent ("Dependent Enrollee") enrolled to receive Benefits.

Full-Time Student means a student who is regularly attending an accredited school with an academic schedule of at least 12 credits.

Open Enrollment Period means the period preceding the date of commencement of the contract term or the 30-day period immediately preceding the annual anniversary of the contract term.

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.

Out-of-Network means treatment by a Dentist who has not signed an agreement with Alpha to provide Benefits under the terms of the Contract.

Specialist Services mean services performed by a Dentist who specializes in the practice of oral surgery, endodontics, periodontics or pediatric dentistry, and which must be authorized by the Administrator.

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

Eligibility for Benefits

Eligible Employees and Eligible Dependents receive Benefits as soon as they are enrolled in the Program. Subject to cancellation as provided under this Program, enrollment of Eligible Employees and Eligible 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.

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.

Eligible Dependents include:

- 1) spouse (unless legally separated or divorced);
- 2) Domestic Partner (until such partnership is terminated by either or both parties);
- 3) unmarried children from birth up to age 19; and
- 4) unmarried children from age 19 to age 23. Such dependents must be Full-Time Students and wholly dependent on you for support.

Eligible children include natural children, stepchildren, adopted children and foster children and children of a Domestic Partner, provided all such children are dependent on you for support. Coverage is also extended to any child who is recognized under a Qualified Medical Child Support Order (QMCSO). Documentation of the above

must be furnished upon request by Alpha. 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. Legally adopted children (other than newborns) are eligible during and after the period of probation.

If you are subject to a court order to provide coverage for a dependent child, you may enroll such child at any time regardless of any enrollment period restrictions. If you do not elect dependent coverage for this dependent child, we will allow the noninsuring parent, child support enforcement agency or Department of Health and Mental Hygiene to apply for enrollment on behalf of the child. We will enroll you (if you are not already covered under the plan) and the dependent child within 20 business days after receipt of a medical support notice from your employer regardless of any enrollment period restrictions.

Coverage for a child covered by a medical support order will remain in effect unless written evidence is provided to us that:

- 1) the order is no longer in effect;
- 2) the child has been, or will be enrolled under other reasonable dental insurance coverage that will take effect on or before the effective date of the termination;
- 3) the employer has eliminated dependent coverage for all of its employees; or
- 4) you are no longer eligible for coverage, except that you may then elect continuation coverage for the child under COBRA, if applicable.

An unmarried dependent child may continue eligibility if:

- 1) he or she is incapable of self-support because of mental illness, a developmental disability, mental retardation or physical disability that began prior to reaching the limiting age;
- 2) he or she is chiefly dependent on you for support; and
- 3) proof of dependent's disability or retardation is provided within 31 days of request. Such requests will not be made more than once a year after this dependent reaches the limiting age. Eligibility will continue as long as the dependent relies on you for support because of a physical or mental incapacity that began before he or she reached the limiting age. The dependent child is not required to reside with a parent or legal guardian who is an Enrollee.

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

Premiums

This Program requires premiums to be paid to the Administrator. 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 the Administrator except payments you are requested to pay directly. Should you voluntarily cancel enrollment and subsequently desire to

re-enroll, all premiums retroactive to the date of cancellation (but not to exceed 12 months) must be paid before you can re-enroll.

How to use the DeltaCare USA 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. Collectively, you and your Eligible Dependents may select no more than three Contract Dentist facilities. If you fail to select a Contract Dentist or the Contract Dentist selected becomes unavailable, the Administrator 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 800-422-4234. 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 DeltaCare USA 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 a DeltaCare USA Enrollee. Initial appointments should be scheduled within four weeks unless a specific time has been requested. Inquiries regarding availability of appointments and accessibility of Dentists should be directed to the Customer Service department at 800-422-4234.

EACH ENROLLEE MUST GO TO HIS OR HER ASSIGNED CONTRACT DENTIST TO OBTAIN COVERED SERVICES, EXCEPT FOR SERVICES PROVIDED BY A SPECIALIST AUTHORIZED BY THE ADMINISTRATOR, OR FOR EMERGENCY SERVICES REQUIRED DURING NON-BUSINESS HOURS WHILE 35 MILES OR MORE FROM THE CONTRACT DENTIST'S FACILITY OR WHEN THE ENROLLEE IS UNABLE TO REACH THEIR CONTRACT DENTIST. ANY OTHER TREATMENT IS NOT COVERED UNDER THIS PROGRAM, WITH THE FOLLOWING EXCEPTION:

If during the term of the Contract none of the Contract Dentists can render necessary care and treatment to the Enrollee due to circumstances not reasonably within the control of Alpha or the Administrator, such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, or the disability of a significant number of the Contract Dentists, then the Enrollee may seek treatment from an independent licensed Dentist of his/her own choosing. The Administrator will pay the Enrollee for the expenses incurred for the dental services with the following limitations: the Administrator will pay the Enrollee for services which are listed in the *Description of Benefits and Copayments*, as No Cost, to the extent that such fees are reasonable and customary for Dentists in the same geographic area; the Administrator will also pay the Enrollee for those services listed in the *Description of Benefits and Copayments* for which there is a Copayment, to the extent that the reasonable and customary fees for such services exceed the Copayment for such services provided under this Program. The Enrollee may be required to give written proof of loss. Alpha and the Administrator agree to be subject to the jurisdiction of

the Maryland Insurance Commissioner in any determination of the impossibility of providing services by Contract Dentists.

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. The Administrator relies on the professional judgment of the general Dentist to diagnose the appropriate efficient and prudent solution to your dental needs based on the plan Benefits. 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. Charges for broken appointments (unless notice is received by the Dentist at least 24 hours in advance or an emergency prevented such notice), and charges for visits after normal visiting hours are listed in the *Description of Benefits and Copayments*.

Emergency Services

You should contact your assigned Contract Dentist for Emergency Services for covered dental procedures whenever possible. If you are unable to reach your Contract Dentist for Emergency Services, you should call the Customer Service department at 800-422-4234 for assistance in obtaining urgent care. During non-business hours, or if you are 35 miles or more from your assigned Contract Dentist, you do not need a referral and may seek treatment from a Dentist other than your assigned Contract Dentist.

Benefits for emergency treatment received from any Dentist, other than the assigned Contract Dentist, are limited to a maximum of \$100.00 per Enrollee, per emergency. You are responsible for the Copayment(s) as well as any charges over the \$100.00 benefit maximum. Emergency dental care is limited to palliative treatment for the elimination of dental pain. Further treatment must be authorized by Alpha or obtained from the assigned Contract Dentist.

Specialist Services

Specialist Services for oral surgery, endodontics, periodontics or pediatric dentistry must be referred by the assigned Contract Dentist and authorized by the Administrator. All authorized Specialist Services will be paid by us less any applicable Copayments.

We will authorize continuing care from a specialist if your Contract Dentist determines that you have a life-threatening, degenerative, chronic or disabling dental condition or dental disease that requires continuing care from a specialist. If we do not have a Contract Specialist with the professional training and expertise in treating the particular dental disease or condition or such Contract Specialist cannot be reached without unreasonable delay or travel, then we will authorize treatment to be performed by a specialist outside the network.

If the assigned Contract Dentist refers you to a specialist who is not a Contract Specialist for covered dental services, we will be responsible for payment of the specialist's charges that exceed the Copayment specified in the Contract. You will only be liable for the same fees and/or Copayments that you would pay to a Contract Specialist for the same treatment.

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

Services provided by a health care professional not listed within this section are not covered.

Claims for Reimbursement

Claims for covered Emergency Services or authorized Specialist Services must be submitted to the Administrator 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. Except in the absence of legal capacity of the claimant, all claims must be received within one year from the time proof is otherwise required. The address for claims submission is: Claims Department, P.O. Box 1810, Alpharetta, GA 30023.

In the event we fail to pay a Contract Dentist or Contract Specialist, you will not be liable to that Dentist for any sums owed by us. Except for the provisions in *Emergency Services*, 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 Services* and *Specialist Services*.

If you are treated by an Out-of-Network Dentist for:

- 1) an emergency (subject to the *Emergency Services* provisions described above);
or
- 2) specialized dental care and are referred to an Out-of-Network specialist because the Administrator does not have a Contract Specialist with the professional training or expertise in treating that particular dental disease or condition; or
- 3) specialized dental care and are referred to an Out-of-Network specialist because no Contract Specialist is available to provide the required services without unreasonable delay or travel; then you shall only be liable for the same fees and/or Copayments that you would pay to a Contract Dentist for the same treatment. These Copayments can be found in *Schedule A*.

We will provide a noninsuring parent with membership cards, claim forms and any other information necessary for a child covered by a medical support order to receive benefits under this Program. If a non-insuring parent incurs expenses for covered Emergency Services or authorized Specialist Services provided to this child, we will process claims for such services and make payment to the noninsuring parent, health care provider or Department of Health and Mental Hygiene as appropriate.

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 specialists or 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 following rules:

- 1) The policy or program covering the Enrollee as other than a dependent shall be primary over the policy or program covering the Enrollee as a dependent.
- 2) The policy or program covering a child as a dependent of a parent whose birthday occurs earlier in a calendar year shall be primary over the policy or program covering a child as a dependent of a parent whose birthday occurs later in a calendar year (except for a dependent child whose parents are separated or divorced as described in 3) below). If both parents have the same birthday, the plan that covered either of the parents longer is primary. However, if the other policy or program does not have this rule but, instead, has a rule based on the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.
- 3) In the case of a dependent child whose parents are legally separated or divorced:
 - a) If the parent with custody has not remarried, the policy or program covering the child as a dependent of the parent with custody shall be primary over the policy or program covering the child as a dependent of the parent without custody.
 - b) If the parent with custody has remarried, the policy or program covering the child as a dependent of the parent with custody shall be primary over the policy or program covering the child as a dependent of the step-parent, and the policy or program covering the child as a dependent of the step-parent shall be primary over the policy or program covering the child as a dependent of the parent without custody.
 - c) If there is a court decree that establishes financial responsibility for dental services which are Benefits under this Program, and if the plan with responsibility for payment has actual knowledge of the existence of the court decree, notwithstanding 3) a) and b), the policy or program covering the child as a dependent of the parent with such financial responsibility shall be primary over any other policy or program covering the child.
- 4) If the primary policy or program cannot be determined by the rules described in 1), 2) or 3), the policy or program which has covered the Enrollee for a longer period of time shall be primary, with the following exception: A policy or program covering the Enrollee as a laid-off or retired employee or the dependent of a laid-off or retired employee shall not be primary under this rule 4) over a policy or program covering the Enrollee as an employee or the dependent of an employee. However, if the provisions of the other policy or program do not

include this exception, which results in benefits under neither being primary, then this exception shall not apply.

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.

The difference between the Benefit payments that this plan would have paid had it been the primary plan, and the Benefit payments that it actually paid or provided shall be recorded as a Benefit reserve for the covered person and used by this plan to pay any Allowable Expenses, not otherwise paid during the claim determination period. As each claim is submitted, this plan will:

- 1) determine its obligation to pay or provide Benefits under its Contract;
- 2) determine whether a Benefit reserve has been recorded for the covered person, and
- 3) determine whether there are any unpaid Allowable Expenses during that claims determination period.

If there is a Benefit reserve, the secondary plan will use the covered person's Benefit reserve to pay up to 100% of the total Allowable Expenses incurred during the claim determination period. At the end of the claims determination period, the Benefit reserve returns to zero. A new Benefit reserve must be created for each new claim determination period.

If a covered person is enrolled in two or more closed panel plans and if, for any reason, including the provision of service by a non-panel provider, Benefits are not payable by one closed panel plan, COB shall not apply between that plan and other closed panel plans.

An Enrollee shall provide to the Administrator and the Administrator 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. The Administrator will, in its 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. The Administrator will have the right to recover from a Dentist, Enrollee, insurance company or other organization, as it chooses, the amount of any Benefits paid by the Administrator which exceeds its obligations under these coordination of benefit provisions.

Inquiry and Appeal Procedure

The following definitions apply to the Inquiry and Appeal Procedure.

"Appeal" means a protest filed by an Enrollee, an Enrollee's representative or a health care provider with the Administrator under its internal Appeal process regarding a Coverage Decision concerning an Enrollee.

"Appeal Decision" means a final determination by the Administrator that arises from an Appeal filed with the Administrator under its Appeal process regarding a Coverage Decision concerning an Enrollee.

"Coverage Decision" means:

- 1) an initial determination by the Administrator that results in non-coverage of a health care service;
- 2) a determination by the Administrator that an Enrollee is not eligible for coverage under the Contract; or
- 3) any determination by the Administrator that results in the rescission of an Enrollee's coverage under the Contract.

"Urgent Medical Condition" means a condition that satisfies either of the following:

- 1) a medical condition, including a physical condition, a mental condition, or a dental condition, where the absence of medical attention within 72 hours could reasonably be expected by an individual, acting on behalf of a carrier, applying the judgment of a prudent layperson who possesses an average knowledge of health and medicine, to result in:
 - a) placing the member's life or health in serious jeopardy;
 - b) the inability of the member to regain maximum function;
 - c) serious impairment to bodily function;
 - d) serious dysfunction of any bodily organ or part; or
 - e) the member remaining seriously mentally ill with symptoms that cause the member to be a danger to self or others; or
- 2) a medical condition, including a physical condition, a mental health condition, or a dental condition, where the absence of medical attention within 72 hours in the opinion of a health care provider with knowledge of the member's medical condition, would subject the member to severe pain that cannot be adequately managed without the care or treatment that is the subject of the coverage decision.

We rely upon the professional judgment of the Contract Dentists to determine the appropriate treatment required for a patient and we will make Coverage Decisions by reviewing claims to determine whether the rendered services are covered under the terms of the Contract. We will notify you and your representative, if any of our Coverage Decisions within 30 calendar days after the Coverage Decision has been made. Notice of the Coverage Decision will include the following information: 1) the reason for the decision; 2) information on how to Appeal the Coverage Decision; 3) a statement that you, your representative or the Dentist acting on your behalf, may file a complaint with the Maryland Insurance Commissioner without first filing an Appeal if the Coverage Decision involves an urgent medical condition for which care has not been rendered; 4) the address, telephone number and facsimile number of the Maryland Insurance Commissioner; 5) a statement explaining that the Health Advocacy Unit is available to assist you or your representative in both mediating and filing an Appeal under our Inquiry and Appeal Procedure; and 6) the address, telephone number, facsimile number and email address of the Health Advocacy Unit.

You may request a second opinion if you disagree with or question the Contract Dentist's diagnosis and/or proposed treatment plan. We may also request that you obtain a second opinion to verify the appropriate application of Benefits. Second opinions will be provided at another Contract Dentist facility, unless otherwise authorized by our dental consultant. You may call the Customer Service department at 800-422-4234 to request a second opinion.

We will provide notification if any claims for dental services are not covered Benefits, stating the specific contractual reason or reasons for the determination. Any questions or concerns regarding our determination of eligibility, or our policies, procedures or operations, may be addressed to the Customer Service department at 800-422 4234. If you, your representative or the Dentist acting on your behalf want to appeal the Coverage Decision or to complain about the quality of dental services performed by a Contract Dentist, you, your representative or your Dentist may call the Customer Service department at 800-422 4234 or the appeal may be addressed in writing to:

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

Written communications 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. Processing will generally not begin until the Administrator receives all the necessary requested information.

For Appeals involving an adverse Coverage Decision (e.g. a denial, modification or termination of a requested benefit or claim) you, your representative or the Dentist acting on your behalf must file a request for review (an Appeal) with us within at least 180 days after receipt of the adverse decision. Our review will take into account all information, regardless of whether such information was submitted or considered initially. The review shall be conducted by a person who is neither the individual who made the original Coverage Decision, nor the subordinate of such individual. Upon request and free of charge, we will provide you or your representative with copies of any pertinent documents that are relevant to the claim, a copy of any internal rule, guideline, protocol, and/or explanation of the information relied upon in making the Coverage Decision. While Alpha does not base its Coverage Decisions in whole or in part on a lack of medical necessity, experimental treatment, or a clinical judgment in applying the terms of the Contract, if you feel that these situations played a part in the review, then, we shall consult with a Dentist who has appropriate training and experience. If any consulting Dentist is involved in the review, the identity of such consulting Dentist will be available upon request.

Within five business days of the receipt of any Appeal, including adverse Coverage Decisions as described above, a quality management coordinator will forward to you an acknowledgement of receipt of the Appeal. We will make a determination, in writing, within 30 days of receipt of an Appeal or shall provide a written explanation

if additional time is required to report on the Appeal. A final decision will always be made within 60 business days.

The written Appeal Decision will include 1) a statement of the specific factual basis and/or Contract provision used to make the Appeal Decision; 2) the address, telephone number and facsimile of the Maryland Insurance Commissioner; 3) a statement that you, your representative or the Dentist acting on your behalf, have the right to file a complaint with the Maryland Insurance Commissioner within four months after receipt of the Appeal determination 4) a statement that the Health Advocacy Unit is available to assist you, your representative or the Dentist acting on your behalf in filing a complaint with the Commissioner; and 5) the address, telephone number, facsimile number and electronic mail address of the Health Advocacy Unit.

If a complaint is filed with the Maryland Insurance Commissioner, it must be filed within four months after the date of receipt of our determination. You must exhaust our appeal procedure before filing with the Maryland Insurance Commissioner regarding the coverage decision.

However, if your complaint concerns any of the following, you do not need to exhaust the appeal procedure before contacting the Maryland Insurance Commissioner:

- 1) an urgent medical condition for which care has not been rendered, or
- 2) a concern regarding the quality of care received.

The Maryland Insurance Commissioner may be contacted at:

Maryland Insurance Administration
Attention: Life/Health Complaint Unit
200 Saint Paul Place
Baltimore, Maryland 21202-2004
410-468-2244
410-468-2260 Fax

Complaints to the Maryland Insurance Administration must be in writing. Include your name, address, daytime and evening telephone numbers, as well as the reason for your complaint and copies of any materials that are important to your complaint. When filing a complaint with the Commissioner, you or your legally authorized designee will be required to authorize the release of any medical records that may be required to be reviewed for the purpose of reaching a decision on the complaint.

The Maryland Health Advocacy Unit is available to assist you or your representative in both mediating and filing an appeal under Alpha's internal appeal process or in filing a complaint with the Maryland Insurance Administration. The Health Advocacy Unit can be reached at:

Maryland Health Advocacy Unit
Consumer Protection Division

200 St. Paul Place
Baltimore, MD 21202
410-528-1840
410-576-6571 (fax)
heau@oag.state.md.us

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, 200 Constitution Avenue, N.W. Washington, D.C. 20210.

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 with the Maryland Insurance Administration.

Renewal and Termination of Benefits

This Program renews on the anniversary of the contract term unless Alpha provides 45 days notice of a change in premiums or Benefits, after they have been in effect for at least 12 months, 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. Alpha is not obligated to continue to provide Benefits to any such person in such event, except for the following situations:

Alpha will continue to provide Benefits for treatment in progress (less any applicable Copayment) if the treatment:

- 1) began before the date coverage terminates, and
- 2) requires two or more visits on separate days to the assigned Contract Dentist's facility.

Benefits will cease 90 days after termination of coverage.

If you or your dependents are receiving orthodontic treatment at the time of termination, Alpha will continue to provide orthodontic Benefits for:

- 1) 60 days if you are making monthly payments to your Contract Orthodontist, or
- 2) until the later of 60 days or the end of the quarter in progress, if you are making quarterly payments to your Contract Orthodontist.

At the end of 60 days (or at the end of the quarter), the Enrollee's obligation shall increase to a maximum of the Contract Orthodontist's usual fee for Enrollees and covered dependents to age 19 and the Contract Orthodontist's usual fee for Enrollees and covered dependents over age 19.

The Contract Orthodontist will prorate the amount over the number of months remaining in the initial 24 months of treatment. The Enrollee will make payments based on an arrangement with the Contract Orthodontist.

If a Contract Dentist, or Contract Orthodontist is aware that this Program has terminated, the Contract Dentist, or Contract Orthodontist shall inform any previously enrolled persons who visit his/her dental office of the termination and of all charges for scheduled dental services before they are performed.

Cancellation of Enrollment

Subject to any continued coverage option, an Eligible Employee's or Eligible Dependent's enrollment under this Program may be canceled, 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:
 - a) the premiums are not paid by or on behalf of the Enrollee on the date due, or within the 31 day premium grace period. However the Enrollee may continue to receive Benefits during the 31-day period and may be reinstated during the term of the Contract upon payment of any unpaid premium; or
 - b) the Enrollee knowingly commits or permits another person to commit fraud or deception in obtaining Benefits under this Program;
- 3) upon 30 days written notice if:
 - a) the Contract is terminated or not renewed;
 - 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. The Administrator must show that it has, in good faith, provided the Enrollee with the opportunity to select an alternative Contract Dentist.

If the Enrollee establishes a history of unsatisfactory relationships, the Administrator will notify the Enrollee in writing, at least 30 days in advance, that Alpha considers the dentist-patient relationships to be unsatisfactory. The Administrator will also specify the changes that are necessary in order to avoid cancellation, and show that the Enrollee failed to make these changes.

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

Contestability

The Contract may not be contested by Alpha, except for nonpayment of premiums, after it has been in force for 2 years from the effective date. Absent fraud, each statement made by an applicant, group contract holder, or Enrollee is considered to

be a representation and not a warranty. A statement made to effectuate coverage may not be used to avoid the coverage or reduce Benefits under the Contract unless: 1) the statement is contained in a written instrument signed by the group contract holder or Enrollee, and 2) a copy of the statement is given to the group contract holder or Enrollee.

Legal Actions

An action at law or in equity may not be brought to recover on the Contract before the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Contract or after the expiration of 3 years after the written proof of loss is required to be furnished.

Optional Continuation of Coverage

The federal Consolidated Omnibus Budget Reconciliation Act (or COBRA, pertaining to certain employers having 20 or more employees) 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." You may be entitled to continue coverage under this plan, *at your 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 becomes disabled at any time during the first 60 days of continued coverage; and
- 2) notice of the determination is given to the employer 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 day 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 your employer 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 11, 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

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, or 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.

A Qualified Beneficiary will then have 60 days to give his or her employer written notice of the election to continue coverage. Failure to provide this written notice of

election to the employer 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 employer, 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 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 the plan'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 any of the above events. Once continued coverage ends, 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.

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 the DeltaCare USA Program and is not to be interpreted as CDT-2017 procedure codes, descriptors or nomenclature that are under copyright by the American Dental Association. The American Dental Association 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. DIAGNOSTIC	
D0120	Periodic oral evaluation - established patient	No Cost
D0140	Limited oral evaluation - problem focused	No Cost
D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver	No Cost
D0150	Comprehensive oral evaluation - new or established patient	No Cost
D0160	Detailed and extensive oral evaluation - problem focused, by report	No Cost
D0170	Re-evaluation - limited, problem focused (established patient; not post-operative visit)	No Cost
D0171	Re-evaluation - post-operative office visit	\$5.00
D0180	Comprehensive periodontal evaluation - new or established patient	No Cost
D0190	Screening of a patient	No Cost
D0191	Assessment of a patient	No Cost
D0210	Intraoral - complete series of radiographic images - <i>limited to 1 series every 24 months</i>	No Cost
D0220	Intraoral - periapical first radiographic image	No Cost
D0230	Intraoral - periapical each additional radiographic image	No Cost
D0240	Intraoral - occlusal radiographic image	No Cost
D0250	Extraoral - 2D projection radiographic image created using a stationary radiation source, and detector	No Cost
D0251	Extraoral posterior dental radiographic image	No Cost
D0270	Bitewing - single radiographic image	No Cost
D0272	Bitewings - two radiographic images	No Cost

D0273	Bitewings three radiographic images	No Cost
D0274	Bitewings - four radiographic images - <i>limited to 1 series every 6 months</i>	No Cost
D0277	Vertical bitewings - 7 to 8 radiographic images	No Cost
D0330	Panoramic radiographic image	No Cost
D0415	Collection of microorganisms for culture and sensitivity	No Cost
D0425	Caries susceptibility tests	No Cost
D0460	Pulp vitality tests	No Cost
D0470	Diagnostic casts	No Cost
D0472	Accession of tissue, gross examination, preparation and transmission of written report	No Cost
D0473	Accession of tissue, gross and microscopic examination, preparation and transmission of written report	No Cost
D0474	Accession of tissue, gross and microscopic examination, including assessment of surgical margins for presence of disease, preparation and transmission of written report	No Cost
D0601	Caries risk assessment and documentation, with a finding of low risk - <i>1 every 3 years</i>	No Cost
D0602	Caries risk assessment and documentation, with a finding of moderate risk - <i>1 every 3 years</i>	No Cost
D0603	Caries risk assessment and documentation, with a finding of high risk - <i>1 every 3 years</i>	No Cost
D0999	Unspecified diagnostic procedure, by report - <i>includes office visit, per visit (in addition to other services)</i>	\$5.00

D1000-D1999 II. PREVENTIVE

D1110	Prophylaxis <i>cleaning</i> - adult - <i>2 D1110, D1120 or D4346 per calendar year</i>	\$5.00
D1110	<i>Additional prophylaxis cleaning</i> - adult (<i>within the calendar year</i>)	\$45.00
D1120	Prophylaxis <i>cleaning</i> - child - <i>2 D1110, D1120 or D4346 per calendar year</i>	\$5.00
D1120	<i>Additional prophylaxis cleaning</i> - child (<i>within the calendar year</i>)	\$35.00
D1206	Topical application of fluoride varnish - <i>child to age 19; 2 D1206 or D1208 per calendar year</i>	No Cost
D1208	Topical application of fluoride - excluding varnish - <i>child to age 19; 2 D1206 or D1208 per calendar year</i>	No Cost
D1310	Nutritional counseling for control of dental disease	No Cost
D1330	Oral hygiene instructions	No Cost
D1351	Sealant - per tooth - <i>limited to permanent molars through age 15</i> .	\$15.00
D1352	Preventive resin restoration in a moderate to high caries risk patient - permanent tooth - <i>limited to permanent molars through age 15</i>	\$15.00

D1353	Sealant repair - per tooth - <i>limited to permanent molars through age 15</i>	\$15.00
D1354	Interim caries arresting medicament application - <i>child to age 19; 2 per calendar year</i>	No Cost
D1510	Space maintainer - fixed - unilateral	\$70.00
D1515	Space maintainer - fixed - bilateral	\$70.00
D1520	Space maintainer - removable - unilateral	\$80.00
D1525	Space maintainer - removable - bilateral	\$80.00
D1550	Re-cement or re-bond space maintainer	\$15.00
D1555	Removal of fixed space maintainer	\$15.00
D1575	Distal shoe space maintainer - fixed - unilateral - <i>child to age 9</i> ...	\$70.00

D2000-D2999 III. RESTORATIVE

- 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 crowns, inlays and onlays requires the existing restoration to be 5+ years old.

D2140	Amalgam - one surface, primary or permanent	\$8.00
D2150	Amalgam - two surfaces, primary or permanent	\$12.00
D2160	Amalgam - three surfaces, primary or permanent	\$18.00
D2161	Amalgam - four or more surfaces, primary or permanent	\$22.00
D2330	Resin-based composite - one surface, anterior	\$22.00
D2331	Resin-based composite - two surfaces, anterior	\$26.00
D2332	Resin-based composite - three surfaces, anterior	\$30.00
D2335	Resin-based composite - four or more surfaces or involving incisal angle (anterior)	\$55.00
D2390	Resin-based composite crown, anterior	\$65.00
D2391	Resin-based composite - one surface, posterior	\$65.00
D2392	Resin-based composite - two surfaces, posterior	\$75.00
D2393	Resin-based composite - three surfaces, posterior	\$85.00
D2394	Resin-based composite - four or more surfaces, posterior	\$95.00
D2510	Inlay - metallic - one surface	\$185.00
D2520	Inlay - metallic - two surfaces	\$195.00
D2530	Inlay - metallic - three or more surfaces	\$205.00
D2542	Onlay - metallic - two surfaces	\$200.00
D2543	Onlay - metallic - three surfaces	\$210.00
D2544	Onlay - metallic - four or more surfaces	\$230.00
D2610	Inlay - porcelain/ceramic - one surface	\$310.00
D2620	Inlay - porcelain/ceramic - two surfaces	\$345.00
D2630	Inlay - porcelain/ceramic - three or more surfaces	\$365.00
D2642	Onlay - porcelain/ceramic - two surfaces	\$340.00
D2643	Onlay - porcelain/ceramic - three surfaces	\$375.00

D2644	Onlay - porcelain/ceramic - four or more surfaces	\$395.00
D2650	Inlay - resin-based composite - one surface	\$210.00
D2651	Inlay - resin-based composite - two surfaces	\$235.00
D2652	Inlay - resin-based composite - three or more surfaces	\$270.00
D2662	Onlay - resin-based composite - two surfaces	\$265.00
D2663	Onlay - resin-based composite - three surfaces	\$290.00
D2664	Onlay - resin-based composite - four or more surfaces	\$335.00
D2710	Crown - resin-based composite (indirect)	\$185.00
D2712	Crown - $\frac{3}{4}$ resin-based composite (indirect)	\$185.00
D2720	Crown - resin with high noble metal	\$335.00
D2721	Crown - resin with predominantly base metal	\$235.00
D2722	Crown - resin with noble metal	\$275.00
D2740	Crown - porcelain/ceramic substrate	\$395.00
D2750	Crown - porcelain fused to high noble metal	\$395.00
D2751	Crown - porcelain fused to predominantly base metal	\$295.00
D2752	Crown - porcelain fused to noble metal	\$335.00
D2780	Crown - $\frac{3}{4}$ cast high noble metal	\$395.00
D2781	Crown - $\frac{3}{4}$ cast predominantly base metal	\$295.00
D2782	Crown - $\frac{3}{4}$ cast noble metal	\$335.00
D2783	Crown - $\frac{3}{4}$ porcelain/ceramic	\$395.00
D2790	Crown - full cast high noble metal	\$395.00
D2791	Crown - full cast predominantly base metal	\$295.00
D2792	Crown - full cast noble metal	\$335.00
D2794	Crown - titanium	\$395.00
D2910	Re-cement or re-bond inlay, onlay, veneer or partial coverage restoration	\$20.00
D2915	Re-cement or re-bond indirectly fabricated or prefabricated post and core	\$20.00
D2920	Re-cement or re-bond crown	\$20.00
D2921	Reattachment of tooth fragment, incisal edge or cusp (<i>anterior</i>) ..	\$55.00
D2929	Prefabricated porcelain/ceramic crown - primary tooth - <i>anterior</i> .	\$75.00
D2930	Prefabricated stainless steel crown - primary tooth	\$75.00
D2931	Prefabricated stainless steel crown - permanent tooth	\$75.00
D2932	Prefabricated resin crown - <i>anterior primary tooth</i>	\$85.00
D2933	Prefabricated stainless steel crown with resin window - <i>anterior primary tooth</i>	\$75.00
D2940	Protective restoration	\$20.00
D2941	Interim therapeutic restoration - primary dentition	\$20.00
D2949	Restorative foundation for an indirect restoration	\$80.00
D2950	Core buildup, including any pins when required	\$80.00
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>	\$110.00
D2953	Each additional indirectly fabricated post - same tooth - <i>includes canal preparation</i>	\$80.00
D2954	Prefabricated post and core in addition to crown - <i>base metal post; includes canal preparation</i>	\$95.00
D2957	Each additional prefabricated post - same tooth - <i>base metal post; includes canal preparation</i>	\$70.00
D2971	Additional procedures to construct new crown under existing partial denture framework	\$60.00
D2980	Crown repair necessitated by restorative material failure	\$30.00
D2981	Inlay repair necessitated by restorative material failure	\$30.00
D2982	Onlay repair necessitated by restorative material failure	\$30.00
D2983	Veneer repair necessitated by restorative material failure	\$30.00
D2990	Resin infiltration of incipient smooth surface lesions - <i>limited to permanent molars through age 15</i>	\$15.00

D3000-D3999 IV. ENDODONTICS

D3110	Pulp cap - direct (excluding final restoration)	\$5.00
D3120	Pulp cap - indirect (excluding final restoration)	\$5.00
D3220	Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament	\$45.00
D3221	Pulpal debridement, primary and permanent teeth	\$50.00
D3222	Partial pulpotomy for apexogenesis - permanent tooth with incomplete root development	\$45.00
D3230	Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration)	\$60.00
D3240	Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration)	\$60.00
D3310	<i>Root canal</i> - endodontic therapy, anterior tooth (excluding final restoration)	\$125.00
D3320	<i>Root canal</i> - endodontic therapy, bicuspid tooth (excluding final restoration)	\$215.00
D3330	<i>Root canal</i> - endodontic therapy, molar (excluding final restoration)	\$365.00
D3331	Treatment of root canal obstruction; non-surgical access	\$80.00
D3332	Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth	\$80.00
D3333	Internal root repair of perforation defects	\$80.00
D3346	Retreatment of previous root canal therapy - anterior	\$155.00
D3347	Retreatment of previous root canal therapy - bicuspid	\$245.00
D3348	Retreatment of previous root canal therapy - molar	\$395.00
D3351	Apexification/recalcification - initial visit (apical closure/calcific repair of perforations, root resorption, etc.)	\$80.00

D3352	Apexification/recalcification - interim medication replacement (apical closure/calcific repair of perforations, root resorption, pulp space disinfection, etc.)	\$55.00
D3353	Apexification/recalcification - final visit (includes completed root canal therapy - apical closure/calcific repair of perforations, root resorption, etc.)	\$55.00
D3410	Apicoectomy - anterior	\$155.00
D3421	Apicoectomy - bicuspid (first root)	\$165.00
D3425	Apicoectomy - molar (first root)	\$175.00
D3426	Apicoectomy (each additional root)	\$100.00
D3427	Periradicular surgery without apicoectomy	\$155.00
D3430	Retrograde filling - per root	\$75.00
D3450	Root amputation - per root	\$85.00
D3920	Hemisection (including any root removal), not including root canal therapy	\$75.00

D4000-D4999 V. PERIODONTICS

- 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	\$160.00
D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant	\$95.00
D4212	Gingivectomy or gingivoplasty to allow access for restorative procedure, per tooth	\$95.00
D4240	Gingival flap procedure, including root planing - four or more contiguous teeth or tooth bounded spaces per quadrant	\$160.00
D4241	Gingival flap procedure, including root planing - one to three contiguous teeth or tooth bounded spaces per quadrant	\$95.00
D4245	Apically positioned flap	\$175.00
D4249	Clinical crown lengthening - hard tissue	\$150.00
D4260	Osseous surgery (including elevation of a full thickness flap and closure) - four or more contiguous teeth or tooth bounded spaces per quadrant	\$385.00
D4261	Osseous surgery (including elevation of a full thickness flap and closure) - one to three contiguous teeth or tooth bounded spaces per quadrant	\$308.00
D4263	Bone replacement graft - retained natural tooth - first site in quadrant	\$235.00
D4264	Bone replacement graft - retained natural tooth - each additional site in quadrant	\$85.00
D4270	Pedicle soft tissue graft procedure	\$235.00
D4274	Mesial/distal wedge procedure, single tooth (when not performed in conjunction with surgical procedures in the same anatomical area)	\$90.00

D4277	Free soft tissue graft procedure (including recipient and donor surgical sites) first tooth, implant, or edentulous tooth position in graft	\$235.00
D4278	Free soft tissue graft procedure (including recipient and donor surgical sites) each additional contiguous tooth, implant, or edentulous tooth position in same graft site	\$235.00
D4341	Periodontal scaling and root planing - four or more teeth per quadrant - <i>limited to 4 quadrants during any 12 consecutive months</i>	\$60.00
D4342	Periodontal scaling and root planing - one to three teeth per quadrant - <i>limited to 4 quadrants during any 12 consecutive months</i>	\$50.00
D4346	Scaling in presence of generalized moderate or severe gingival inflammation - full mouth, after oral evaluation - 2 D1110, D1120 or D4346 per calendar year	\$5.00
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis - <i>limited to 1 treatment in any 12 consecutive months</i> ...	\$60.00
D4910	Periodontal maintenance - <i>limited to 1 treatment each 6 month period</i>	\$45.00
D4910	<i>Additional periodontal maintenance (within the 6 month period)</i> .	\$55.00
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 a denture or a partial denture requires the existing denture to be 5+ years old.

D5110	Complete denture - maxillary	\$365.00
D5120	Complete denture - mandibular	\$365.00
D5130	Immediate denture - maxillary	\$385.00
D5140	Immediate denture - mandibular	\$385.00
D5211	Maxillary partial denture - resin base (including any conventional clasps, rests and teeth)	\$325.00
D5212	Mandibular partial denture - resin base (including any conventional clasps, rests and teeth)	\$325.00
D5213	Maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$395.00
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$395.00

D5221	Immediate maxillary partial denture - resin base (including any conventional clasps, rests and teeth)	\$325.00
D5222	Immediate mandibular partial denture - resin base (including any conventional clasps, rests and teeth)	\$325.00
D5223	Immediate maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$395.00
D5224	Immediate mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$395.00
D5225	Maxillary partial denture - flexible base (including any clasps, rests and teeth)	\$445.00
D5226	Mandibular partial denture - flexible base (including any clasps, rests and teeth)	\$445.00
D5410	Adjust complete denture - maxillary	\$18.00
D5411	Adjust complete denture - mandibular	\$18.00
D5421	Adjust partial denture - maxillary	\$18.00
D5422	Adjust partial denture - mandibular	\$18.00
D5510	Repair broken complete denture base	\$55.00
D5520	Replace missing or broken teeth - complete denture (each tooth) .	\$35.00
D5610	Repair resin denture base	\$55.00
D5620	Repair cast framework	\$55.00
D5630	Repair or replace broken clasp - per tooth	\$55.00
D5640	Replace broken teeth - per tooth	\$45.00
D5650	Add tooth to existing partial denture	\$45.00
D5660	Add clasp to existing partial denture - per tooth	\$55.00
D5670	Replace all teeth and acrylic on cast metal framework (maxillary)	\$180.00
D5671	Replace all teeth and acrylic on cast metal framework (mandibular)	\$180.00
D5710	Rebase complete maxillary denture	\$105.00
D5711	Rebase complete mandibular denture	\$105.00
D5720	Rebase maxillary partial denture	\$105.00
D5721	Rebase mandibular partial denture	\$105.00
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)	\$95.00
D5751	Reline complete mandibular denture (laboratory)	\$95.00
D5760	Reline maxillary partial denture (laboratory)	\$95.00
D5761	Reline mandibular partial denture (laboratory)	\$95.00
D5820	Interim partial denture (maxillary) - <i>limited to 1 in any 12 consecutive months</i>	\$125.00

D5821	Interim partial denture (mandibular) - <i>limited to 1 in any 12 consecutive months</i>	\$125.00
D5850	Tissue conditioning, maxillary	\$30.00
D5851	Tissue conditioning, mandibular	\$30.00

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 a crown, pontic, inlay, onlay or stress breaker requires the existing bridge to be 5+ years old.*

D6210	Pontic - cast high noble metal	\$395.00
D6211	Pontic - cast predominantly base metal	\$295.00
D6212	Pontic - cast noble metal	\$335.00
D6240	Pontic - porcelain fused to high noble metal	\$395.00
D6241	Pontic - porcelain fused to predominantly base metal	\$295.00
D6242	Pontic - porcelain fused to noble metal	\$335.00
D6245	Pontic - porcelain/ceramic	\$395.00
D6250	Pontic - resin with high noble metal	\$335.00
D6251	Pontic - resin with predominantly base metal	\$235.00
D6252	Pontic - resin with noble metal	\$275.00
D6600	Retainer inlay - porcelain/ceramic, two surfaces	\$345.00
D6601	Retainer inlay - porcelain/ceramic, three or more surfaces	\$365.00
D6602	Retainer inlay - cast high noble metal, two surfaces	\$295.00
D6603	Retainer inlay - cast high noble metal, three or more surfaces	\$305.00
D6604	Retainer inlay - cast predominantly base metal, two surfaces	\$195.00
D6605	Retainer inlay - cast predominantly base metal, three or more surfaces	\$205.00
D6606	Retainer inlay - cast noble metal, two surfaces	\$225.00
D6607	Retainer inlay - cast noble metal, three or more surfaces	\$235.00
D6608	Retainer onlay - porcelain/ceramic, two surfaces	\$340.00
D6609	Retainer onlay - porcelain/ceramic, three or more surfaces	\$375.00
D6610	Retainer onlay - cast high noble metal, two surfaces	\$300.00
D6611	Retainer onlay - cast high noble metal, three or more surfaces	\$310.00
D6612	Retainer onlay - cast predominantly base metal, two surfaces	\$200.00
D6613	Retainer onlay - cast predominantly base metal, three or more surfaces	\$210.00
D6614	Retainer onlay - cast noble metal, two surfaces	\$220.00
D6615	Retainer onlay - cast noble metal, three or more surfaces	\$240.00
D6720	Retainer crown - resin with high noble metal	\$335.00
D6721	Retainer crown - resin with predominantly base metal	\$235.00

D6722	Retainer crown - resin with noble metal	\$275.00
D6740	Retainer crown - porcelain/ceramic	\$395.00
D6750	Retainer crown - porcelain fused to high noble metal	\$395.00
D6751	Retainer crown - porcelain fused to predominantly base metal	\$295.00
D6752	Retainer crown - porcelain fused to noble metal	\$335.00
D6780	Retainer crown - ¾ cast high noble metal	\$395.00
D6781	Retainer crown - ¾ cast predominantly base metal	\$295.00
D6782	Retainer crown - ¾ cast noble metal	\$335.00
D6783	Retainer crown - ¾ porcelain/ceramic	\$395.00
D6790	Retainer crown - full cast high noble metal	\$395.00
D6791	Retainer crown - full cast predominantly base metal	\$295.00
D6792	Retainer crown - full cast noble metal	\$335.00
D6930	Re-cement or re-bond fixed partial denture	\$25.00
D6940	Stress breaker	\$50.00
D6980	Fixed partial denture repair necessitated by restorative material failure	\$70.00

D7000-D7999 X. ORAL AND MAXILLOFACIAL SURGERY

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

D7111	Extraction, coronal remnants - deciduous tooth	\$10.00
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	\$14.00
D7210	Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	\$55.00
D7220	Removal of impacted tooth - soft tissue	\$70.00
D7230	Removal of impacted tooth - partially bony	\$95.00
D7240	Removal of impacted tooth - completely bony	\$120.00
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications	\$140.00
D7250	Removal of residual tooth roots (cutting procedure)	\$45.00
D7251	Coronectomy - intentional partial tooth removal	\$140.00
D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth	\$130.00
D7280	Exposure of an unerupted tooth	\$120.00
D7282	Mobilization of erupted or malpositioned tooth to aid eruption	\$120.00
D7283	Placement of device to facilitate eruption of impacted tooth	No Cost
D7286	Incisional biopsy of oral tissue - soft - <i>does not include pathology laboratory procedures</i>	\$40.00
D7310	Alveoloplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	\$100.00
D7311	Alveoloplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	\$100.00

D7320	Alveoplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	\$120.00
D7321	Alveoplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	\$120.00
D7450	Removal of benign odontogenic cyst or tumor - lesion diameter up to 1.25 cm	No Cost
D7451	Removal of benign odontogenic cyst or tumor - lesion diameter greater than 1.25 cm	No Cost
D7471	Removal of lateral exostosis (maxilla or mandible)	\$100.00
D7472	Removal of torus palatinus	\$100.00
D7473	Removal of torus mandibularis	\$100.00
D7510	Incision and drainage of abscess - intraoral soft tissue	\$25.00
D7960	Frenulectomy - also known as frenectomy or frenotomy - separate procedure not incidental to another procedure	\$20.00
D7970	Excision of hyperplastic tissue - per arch	\$80.00
D7971	Excision of pericoronal gingiva	\$80.00

D8000-D8999 XI. ORTHODONTICS

- 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.

Pre and post orthodontic records include:

The benefit for pre-treatment records and diagnostic services includes: \$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	

The benefit for post-treatment records includes: \$70.00

D0210	Intraoral - complete series of radiographic images	
D0470	Diagnostic casts	

D8010	Limited orthodontic treatment of the primary dentition	\$1,150.00
D8020	Limited orthodontic treatment of the transitional dentition - <i>child or adolescent to age 19</i>	\$1,150.00

D8030	Limited orthodontic treatment of the adolescent dentition - <i>adolescent to age 19</i>	\$1,150.00
D8040	Limited orthodontic treatment of the adult dentition - <i>adults, including covered dependent adult children</i>	\$1,350.00
D8050	Interceptive orthodontic treatment of the primary dentition	\$1,150.00
D8060	Interceptive orthodontic treatment of the transitional dentition	\$1,150.00
D8070	Comprehensive orthodontic treatment of the transitional dentition - <i>child or adolescent to age 19</i>	\$1,900.00
D8080	Comprehensive orthodontic treatment of the adolescent dentition - <i>adolescent to age 19</i>	\$1,900.00
D8090	Comprehensive orthodontic treatment of the adult dentition - <i>adults, including covered dependent adult children</i>	\$2,100.00
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)	\$275.00
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

D9110	Palliative (emergency) treatment of dental pain - minor procedure	\$20.00
D9211	Regional block anesthesia	No Cost
D9212	Trigeminal division block anesthesia	No Cost
D9215	Local anesthesia in conjunction with operative or surgical procedures	No Cost
D9219	Evaluation for deep sedation or general anesthesia	No Cost
D9223	Deep sedation/general anesthesia - each 15 minute increment	\$80.00
D9243	Intravenous moderate (conscious) sedation/analgesia - each 15 minute increment	\$80.00
D9310	Consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician	\$25.00
D9311	Consultation with medical health care professional	No Cost
D9430	Office visit for observation (during regularly scheduled hours) - no other services performed	\$5.00
D9440	Office visit - after regularly scheduled hours	\$35.00
D9450	Case presentation, detailed and extensive treatment planning	No Cost
D9932	Cleaning and inspection of removable complete denture, maxillary	No Cost
D9933	Cleaning and inspection of removable complete denture, mandibular	No Cost
D9934	Cleaning and inspection of removable partial denture, maxillary ..	No Cost
D9935	Cleaning and inspection of removable partial denture, mandibular	No Cost
D9940	Occlusal guard, by report - <i>limited to 1 in 3 years</i>	\$105.00

D9943	Occlusal guard adjustment	\$10.00
D9951	Occlusal adjustment, limited	\$55.00
D9952	Occlusal adjustment, complete	\$105.00
D9975	External bleaching for home application, per arch; includes materials and fabrication of custom trays - <i>limited to one bleaching tray and gel for two weeks of self-treatment</i>	\$125.00
D9986	Missed appointment - <i>without 24 hour notice - per 15 minutes of appointment time</i>	\$10.00
D9987	Canceled appointment - <i>without 24 hour notice - per 15 minutes of appointment time</i>	\$10.00
D9991	Dental case management - addressing appointment compliance barriers	No Cost
D9992	Dental case management - care coordination	No Cost

If services for a listed procedure are performed by the assigned Contract Dentist, the Enrollee pays the specified Copayment. Listed procedures which require a Dentist to provide Specialist Services, and are referred by the assigned Contract Dentist, must be authorized by the Administrator. The Enrollee pays the Copayment specified for such services.

SCHEDULE B

Limitations and Exclusions of Benefits

Limitations

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 Contract 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 limited to children through age seven following an attempt by the assigned Contract Dentist to treat the child and upon Authorization by Alpha, less applicable Copayments. Exceptions for medical conditions, regardless of age limitation, will be considered on an individual basis.
5. Should an Enrollee's coverage be cancelled or terminated for any reason, and at the time of cancellation or termination the Enrollee is receiving orthodontic treatment, the Enrollee will be solely responsible for payment for treatment provided after cancellation or termination, except:

If an Enrollee is receiving ongoing orthodontic treatment at the time of termination, Alpha will continue to provide orthodontic Benefits for:

- 60 days if the Enrollee is making monthly payments to the Contract Orthodontist, or
- until the later of 60 days or the end of the quarter in progress, if the Enrollee is making quarterly payments to the Contract Orthodontist.

At the end of 60 days (or at the end of the quarter), the Enrollee's obligation will be based on the Contract Orthodontist's usual fee for the treatment plan. The Contract Orthodontist will prorate the amount over the number of months remaining in the initial 24 months of treatment. The Enrollee will make payments based on an arrangement with the Contract Orthodontist.

6. Orthodontic treatment in progress is limited to new DeltaCare USA 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 the DeltaCare USA 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

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, with the exception of procedure D9975, (External bleaching for home application, per arch), or for conditions that are a result of hereditary or developmental defects, such as cleft palate, upper and lower jaw malformations, congenitally missing teeth and teeth that are discolored or lacking enamel.
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, an authorized dental specialist, or a Contract Orthodontist except for *Emergency Services* as described in the Contract and/or Evidence of Coverage.
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. Dental expenses incurred in connection with any dental or orthodontic procedure started before the Enrollee's eligibility with the DeltaCare USA Program. Examples include: teeth prepared for crowns, root canals in progress, full or partial dentures for which an impression has been taken and orthodontics unless qualified for the one-time orthodontic treatment in progress provision.

14. Lost, stolen or broken orthodontic appliances.
15. Changes in orthodontic treatment necessitated by accident of any kind.
16. Myofunctional and parafunctional appliances and/or therapies, with the exception of procedure D9940 (occlusal guard, by report).
17. Composite or ceramic brackets, lingual adaptation of orthodontic bands and other specialized or cosmetic alternatives to standard fixed and removable orthodontic appliances.
18. Specialist or orthodontic treatment resulting from a prohibited referral. A prohibited referral is when the Contract Dentist directs an Enrollee to seek specialist or orthodontic care from another dental facility where a) the Contract Dentist owns a beneficial interest in the practice; b) the Contract Dentist's immediate family owns a beneficial interest of 3 percent or greater in the practice; or c) the Contract Dentist, the Contract Dentist's immediate family or a combination of the Contract Dentist and his or her immediate family has a compensation arrangement with the practice.

If you have any questions or need additional information,
call or write:

Toll Free
800-422-4234

Administrator:

Delta Dental Insurance Company

Attn: Customer Service
P.O. Box 1803
Alpharetta, GA 30023