

DeltaCare[®] USA

Dental HMO Program
for Eligible Employees
and Dependents

The University of Texas System

Combined Evidence of Coverage and Disclosure Form



deltadentalins.com/universityoftexas

Provided by:

Alpha Dental Programs, Inc.

1701 Shoal Creek, Suite 240

Highland Village, TX 75077

Administered by:

Delta Dental Insurance Company

P.O. Box 1803

Alpharetta, GA 30023

800-893-3582

EVIDENCE OF COVERAGE DISCLOSURE FORM

Dental HMO Program

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

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

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

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

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

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

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

TEXAS NOTICE OF COMPLAINT

IMPORTANT NOTICE

To obtain information or make a complaint, you may call Alpha's toll-free telephone number at:

800-893-3582

You may also write to Alpha at:

P.O. Box 1860
Alpharetta, GA 30023

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM

DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO

YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja, usted pueda llamar al numero de telefono gratis de Alpha al:

800-893-3582

Usted tambien puede escribir a Alpha:

P.O. Box 1860
Alpharetta, GA 30023

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O

RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU

POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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Definitions

As used in this booklet:

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

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

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

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

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

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

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

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

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

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

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

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

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

Enrollee means an Eligible Person enrolled to receive Benefits.

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

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

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

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

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

Armstrong, Bailey, Bowie, Brewster, Briscoe, Brown, Carson, Castro, Cochran, Coke, Coleman, Collingsworth, Concho, Crosby, Culberson, Dallam, Deaf Smith, Donley, Edwards, Floyd, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Jasper, Jeff Davis, Kinney, Lamb, Lipscomb, Loving, Lubbock, McCulloch, Menard, Moore, Motley, Newton, Ochiltree, Oldham, Parmer, Pecos, Potter, Presidio, Randall, Reeves, Roberts, Runnels, Sabine, San Augustine, Schleicher, Shelby, Sherman, Sutton, Swisher, Terrell, Tom Green, Val Verde, Wheeler, and Willacy.

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

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

Eligibility for Benefits

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

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

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

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

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

Eligible Dependents include:

- 1) your spouse as defined by the Texas Family Code;
- 2) your unmarried child(ren) under age 25, including stepchildren, and adopted children;
- 3) your unmarried grandchildren under age 25, provided the child meets the requirements which includes proof that you claim the child as your dependent for federal tax purposes;
- 4) certain children over age 25, who are determined by the Client to be medically incapacitated and are unable to provide their own support; and
- 5) children for whom you are named a legal guardian by a court or who are the subject of a medical support order requiring such coverage.

Eligible Dependents become eligible on:

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

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

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

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

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

Premiums

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

How to use the Program - Choice of Contract Dentist

To enroll in this Program, you must select a Contract Dentist for both yourself and any Dependent Enrollee from the list of Contract Dentists furnished during the enrollment process. If you fail to select a Contract Dentist or the Contract Dentist selected becomes unavailable, we will request the selection of another Contract Dentist or assign you to a Contract Dentist.

You may change your assigned Contract Dentist by directing a request to the Customer Service department at 800-893-3582. In order to ensure that your Contract Dentist is notified and our eligibility lists are correct, changes in Contract Dentists must be requested prior to the 21st of the month for changes to be effective the first day of the following month.

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

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

Upon request of a newly covered Enrollee, we will provide Benefits for the completion of covered services begun prior to the time his or her coverage became effective. We will not provide coverage for incomplete services that are not otherwise Benefits under the terms and conditions of the Contract. New Enrollees may request completion of treatment in progress by calling the Customer Service

department at 800-893-3582 during normal business hours, or by sending us a written request.

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

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

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

Benefits, Limitations and Exclusions

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

Copayments and Other Charges

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

Emergency Dental Services

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

Specialized Services

Specialized Services for oral surgery, endodontics, periodontics or pediatric dentistry must be referred by the assigned Contract Dentist. The Enrollee will pay for all Specialized Services, which are Benefits provided by a Contract Specialty Care Dentist, directly to the Contract Specialty Care Dentist.

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

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

Claims for Reimbursement

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

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

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

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

In the event we fail to pay a Contract Dentist, you will not be liable to that Dentist for any sums owed by us. Except for provisions in *Emergency Dental Services*, (unless otherwise expressly authorized by us), we will not pay a Dentist who is not a Contract Dentist, therefore, if you have received unauthorized treatment from an out-of-network Dentist, you will be liable to that Dentist for the cost of services. For further clarification, refer to the provisions for *Emergency Dental Services* and *Specialized Services*.

Coordination of Benefits

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

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

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

Enrollee Complaint Procedure

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

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

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

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

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

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

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

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

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

- a) the specialization of any Dentist or other provider consulted,
- b) a description of our appeal procedure, and
- c) the time frames for our appeal process and final decision.

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

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

Our appeal panel is composed of Enrollee representatives, Contract Dentist representatives and Alpha representatives in equal numbers. Contract Dentists cannot review a case in which they rendered care or a case they reviewed during our complaint or appeal process. The panel will include a Contract Specialty Care

Dentist if the quality of specialty care is at issue. Our employees cannot serve as Enrollee members.

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

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

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

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

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

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

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

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

Renewal and Termination of Benefits

This Program renews on the anniversary of the contract term unless we provide 120 days notice of a change in premiums or Benefits and the Client does not accept the change. All Benefits terminate for any Enrollee as of the date that this Program is terminated, such person ceases to be eligible under the terms of this Program, or such person's enrollment is cancelled under the terms of this Program. We are not obligated to continue to provide Benefits to any such person in such event, except for completion of single procedures commenced while this Program was in effect.

Cancellation of Enrollment

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

- 1) Immediately:
 - a) upon loss of eligibility as described in this Evidence of Coverage; or
 - b) if an Enrollee engages in conduct detrimental to safe operations and the delivery of services while in a Contract Dentist's facility;
- 2) Upon 15 days written notice if the Enrollee knowingly commits or permits another person to commit fraud or deception in obtaining Benefits under the Program;
- 3) Upon 30 days written notice if:
 - a) the premiums are not paid by or on behalf of the Enrollee on the date due or within the 30-day premium grace period. However, the Enrollee may continue to receive Benefits during the 30-day period and may be reinstated during the term of the Contract upon payment of any unpaid premium. If coverage is not reinstated, the Enrollee will be responsible for the cost of services rendered during the 30-day grace period; or
 - b) the Enrollee fails to pay Copayments. However, the Enrollee may be reinstated during the term of the Contract upon payment of all delinquent charges; or
 - c) a satisfactory dentist-patient relationship fails to be established with multiple contract facilities. We must show that we have, in good faith, provided the Enrollee with the opportunity to select an alternative Contract Dentist. If the Enrollee establishes a history of unsatisfactory relationships, we will notify the Enrollee in writing, at least 30 days in advance, that we consider the dentist-patient relationships to be unsatisfactory. We will also specify the changes that are necessary in order to avoid cancellation, and show that the Enrollee failed to make these changes; or
 - d) the Primary Enrollee or the Dependent Enrollee neither resides, lives or works in Alpha's Service Area. However, coverage for a child who is the subject of a medical support order cannot be cancelled solely because the child does not reside, live or work in Alpha's Service Area;
- 4) Upon 60 days written notice if the Contract is terminated or not renewed.

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

Optional Continuation of Coverage

COBRA Continuation Option

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

DEFINITIONS

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

Qualified Beneficiary means:

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

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

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

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

PERIODS OF CONTINUED COVERAGE

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

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

- 1) a determination is made under Title II or Title XVI of the Social Security Act that an individual is disabled on the date of the Qualifying Event or became disabled at any time during the first 60 days of continued coverage; and

- 2) notice of the determination is given to the COBRA administrator during the initial 18 months of continued coverage and within 60 days of the date of the determination.

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

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

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

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

ELECTION OF CONTINUED COVERAGE AND PREMIUM PAYMENT

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

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

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

A Qualified Beneficiary has 45 days from the written election of continued coverage to pay the initial premium to his or her COBRA administrator, which includes the

premium for each month since the loss of coverage. Failure to pay the required premium within the 45 days will result in loss of the right to continue coverage and any premium received after that will be returned to the Qualified Beneficiary.

CONTINUED COVERAGE BENEFITS

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

TERMINATION OF CONTINUED COVERAGE

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

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

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

TERMINATION OF THE EMPLOYER'S DENTAL CONTRACT

If the dental contract between the employer and Alpha terminates prior to the time that the continuation coverage would otherwise terminate, the employer shall notify a Qualified Beneficiary either 30 days prior to the termination or when all Enrollees are notified, whichever is later, of the ability to elect continuation of coverage under the employer's subsequent dental plan, if any. The continuation coverage will be provided only for the balance of the period that a Qualified Beneficiary would have remained covered under the Alpha plan had such plan with the former employer not terminated. The employer shall notify the successor plan in writing of the Qualified Beneficiaries receiving continuation coverage so they may be notified of how to continue coverage. The continuation coverage will terminate if a Qualified Beneficiary fails to comply with the requirements pertaining to enrollment in and payment of premiums to the new group benefit plan.

OPEN ENROLLMENT CHANGE OF COVERAGE

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

Group Continuation Option

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

- 1) Continuation must be requested in writing, and received by the Client together with the first contribution, no later than the 60th day after the later of:
 - a) the date coverage would otherwise terminate, or
 - b) the date the Enrollee is given notice of the right to elect continuation.
- 2) The Enrollee must remit payment to the Client, not later than the 45th day after the initial election of coverage, and thereafter, monthly on the due date of each payment, the amount of contribution required for continuation plus 2% of the amount of the group rate for coverage under the Contract. Following the first payment made after the initial election of coverage, payment of premium shall be considered timely if made by the 30th day after the date on which payment is due.
- 3) Coverage so continued will terminate on the first of the following dates:
 - a. the date coverage provided by law would end, which is:
 - 1) for any Enrollee not eligible for continuation coverage under COBRA, at the end of the nine-month period after the date the election to continue coverage is made; or
 - 2) for any enrollee eligible for continuation coverage under COBRA, six additional months following any period of continuation provided under COBRA law;
 - b. the date the Enrollee fails to remit required contributions in a timely manner;
 - c. with respect to any person whose coverage is being continued, the date that person becomes covered for similar benefits under any program arranged by any other group; or
 - d. the date on which the Contract is terminated in its entirety.

Entire Contract

This EOC, the Group Contract, the Contract Application, and any attached schedules, appendices, endorsements and riders to the Contract, constitute the entire agreement governing the Program. No amendment is valid unless approved by

an executive officer of Alpha and attached to this EOC. No agent has authority to amend this EOC or waive any of its provisions.

Incontestability

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

Conformity with State Law

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

SCHEDULE A

Description of Benefits and Copayments

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

Text that appears in italics below is specifically intended to clarify the delivery of benefits under this program and is not to be interpreted as CDT-2011 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 - <i>When referable services are provided by a Contract Specialty Care Dentist, the Enrollee pays 75 percent of that Dentist's "filed fees."</i> *	
D0120	Periodic oral evaluation - established patient	No Cost
D0140	Limited oral evaluation - problem focused	\$20.00
D0150	Comprehensive oral evaluation - new or established patient	No Cost
D0160	Detailed and extensive oral evaluation - problem focused, by report	\$15.00
D0170	Re-evaluation - limited, problem focused (established patient; not post-operative visit)	\$15.00
D0180	Comprehensive periodontal evaluation - new or established patient	\$15.00
D0210	Intraoral <i>radiographs</i> - complete series (including bitewings) - <i>limited to 1 series every 24 months</i> ¹	No Cost
D0220	Intraoral - periapical first film	No Cost
D0230	Intraoral - periapical each additional film	No Cost
D0240	Intraoral - occlusal film	No Cost
D0250	Extraoral - first film	No Cost
D0260	Extraoral - each additional film	No Cost
D0270	Bitewing <i>radiograph</i> - single film	No Cost
D0272	Bitewings <i>radiographs</i> - two films	No Cost
D0274	Bitewings <i>radiographs</i> - four films - <i>limited to 1 series every 6 months</i> ¹	No Cost
D0277	Vertical bitewings - 7 to 8 films	No Cost
D0330	Panoramic film	\$5.00

D0415	Collection of microorganisms for culture and sensitivity	No Cost
D0425	Caries susceptibility tests	No Cost
D0460	Pulp vitality tests	No Cost
D0999	Unspecified diagnostic procedure, by report - <i>includes office visit, per visit (in addition to other services)</i>	No Cost

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

D1110	Prophylaxis <i>cleaning</i> - adult - <i>1 per 6 month period</i> ¹	No Cost
D1110	<i>Additional prophylaxis cleaning</i> - adult (<i>within the 6 month period</i>) ¹	\$25.00
D1120	Prophylaxis <i>cleaning</i> - child - <i>1 per 6 month period</i> ¹	No Cost
D1120	<i>Additional prophylaxis cleaning</i> - child (<i>within the 6 month period</i>) ¹	\$25.00
D1203	Topical application of fluoride - child - <i>to age 19; 1 per 6 month period</i> ¹	No Cost
D1310	Nutritional counseling for control of dental disease	No Cost
D1330	Oral hygiene instructions	No Cost
D1351	Sealant - per tooth - <i>through age 15</i>	\$10.00
D1510	Space maintainer - fixed - unilateral	\$135.00
D1515	Space maintainer - fixed - bilateral	\$135.00
D1520	Space maintainer - removable - unilateral	\$160.00
D1525	Space maintainer - removable - bilateral	\$180.00
D1550	Re-cementation of space maintainer	\$15.00

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

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

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

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

D2140	Amalgam - one surface, primary or permanent	\$10.00
D2150	Amalgam - two surfaces, primary or permanent	\$15.00
D2160	Amalgam - three surfaces, primary or permanent	\$25.00
D2161	Amalgam - four or more surfaces, primary or permanent	\$35.00
D2330	Resin-based composite - one surface, anterior	\$30.00
D2331	Resin-based composite - two surfaces, anterior	\$40.00
D2332	Resin-based composite - three surfaces, anterior	\$50.00

D2335	Resin-based composite - four or more surfaces or involving incisal angle (anterior)	\$65.00
D2391	Resin-based composite - one surface, posterior	\$60.00
D2392	Resin-based composite - two surfaces, posterior	\$70.00
D2393	Resin-based composite - three surfaces, posterior	\$80.00
D2394	Resin-based composite - four or more surfaces, posterior	\$110.00
D2510	Inlay - metallic - one surface	\$287.00
D2520	Inlay - metallic - two surfaces	\$310.00
D2530	Inlay - metallic - three or more surfaces	\$335.00
D2542	Onlay - metallic - two surfaces	\$400.00
D2543	Onlay - metallic - three surfaces	\$405.00
D2544	Onlay - metallic - four or more surfaces	\$405.00
D2610	Inlay - porcelain/ceramic - one surface	\$385.00
D2620	Inlay - porcelain/ceramic - two surfaces	\$395.00
D2630	Inlay - porcelain/ceramic - three or more surfaces	\$405.00
D2740	Crown - porcelain/ceramic substrate	\$575.00
D2750	Crown - porcelain fused to high noble metal	\$575.00
D2751	Crown - porcelain fused to predominantly base metal	\$525.00
D2752	Crown - porcelain fused to noble metal	\$550.00
D2790	Crown - full cast high noble metal	\$575.00
D2791	Crown - full cast predominantly base metal	\$525.00
D2792	Crown - full cast noble metal	\$550.00
D2794	Crown - titanium	\$575.00
D2910	Recement inlay, onlay or partial coverage restoration	\$15.00
D2920	Recement crown	\$15.00
D2930	Prefabricated stainless steel crown - primary tooth	\$80.00
D2940	Protective restoration	\$15.00
D2950	Core buildup, including any pins	\$75.00
D2951	Pin retention - per tooth, in addition to restoration	\$15.00
D2952	Post and core in addition to crown, indirectly fabricated - <i>includes canal preparation</i>	\$150.00
D2954	Prefabricated post and core in addition to crown - <i>base metal post; includes canal preparation</i>	\$80.00
D2962	Labial veneer (porcelain laminate) - laboratory	\$575.00
D2980	Crown repair, by report	\$50.00

D3000-D3999 IV. ENDODONTICS - *When referable services are provided by a Contract Specialty Care Dentist, the Enrollee pays 75 percent of that Dentist's "filed fees."* *

D3110	Pulp cap - direct (excluding final restoration)	\$15.00
D3120	Pulp cap - indirect (excluding final restoration)	\$10.00

D3220	Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament	\$40.00
D3310	<i>Root canal</i> - endodontic therapy, anterior tooth (excluding final restoration)	\$150.00
D3320	<i>Root canal</i> - endodontic therapy, bicuspid tooth (excluding final restoration)	\$225.00
D3330	<i>Root canal</i> - endodontic therapy, molar (excluding final restoration)	\$260.00
D3346	Retreatment of previous root canal therapy - anterior	\$320.00
D3347	Retreatment of previous root canal therapy - bicuspid	\$380.00
D3348	Retreatment of previous root canal therapy - molar	\$460.00
D3410	Apicoectomy/periradicular surgery - anterior	\$125.00
D3421	Apicoectomy/periradicular surgery - bicuspid (first root)	\$170.00
D3425	Apicoectomy/periradicular surgery - molar (first root)	\$220.00
D3426	Apicoectomy/periradicular surgery (each additional root)	\$100.00
D3430	Retrograde filling - per root	\$40.00
D3450	Root amputation, per root	\$70.00
D3920	Hemisection (including any root removal), not including root canal therapy	\$80.00

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

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

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

D4342	Periodontal scaling and root planing - one to three teeth per quadrant - <i>limited to 4 quadrants during any 12 consecutive months</i>	\$27.00
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis - <i>limited to 1 treatment in any 12 consecutive months</i> ...	\$50.00
D4910	Periodontal maintenance - <i>limited to 1 treatment each 6 month period</i>	\$45.00

D5000-D5899 VI. PROSTHODONTICS (removable)

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

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

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

D5110	Complete denture - maxillary	\$620.00
D5120	Complete denture - mandibular	\$620.00
D5130	Immediate denture - maxillary	\$630.00
D5140	Immediate denture - mandibular	\$630.00
D5211	Maxillary partial denture - resin base (including any conventional clasps, rests and teeth)	\$495.00
D5212	Mandibular partial denture - resin base (including any conventional clasps, rests and teeth)	\$475.00
D5213	Maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$640.00
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$640.00
D5225	Maxillary partial denture - flexible base (including any clasps, rests and teeth)	\$480.00
D5226	Mandibular partial denture - flexible base (including any clasps, rests and teeth)	\$480.00
D5410	Adjust complete denture - maxillary	\$15.00
D5411	Adjust complete denture - mandibular	\$15.00
D5421	Adjust partial denture - maxillary	\$15.00
D5422	Adjust partial denture - mandibular	\$15.00
D5510	Repair broken complete denture base	\$85.00
D5520	Replace missing or broken teeth - complete denture (each tooth) .	\$70.00
D5610	Repair resin denture base	\$80.00
D5620	Repair cast framework	\$80.00
D5630	Repair or replace broken clasp	\$80.00

D5640	Replace broken teeth - per tooth	\$80.00
D5650	Add tooth to existing partial denture	\$80.00
D5660	Add clasp to existing partial denture	\$95.00
D5730	Reline complete maxillary denture (chairside)	\$60.00
D5731	Reline complete mandibular denture (chairside)	\$60.00
D5740	Reline maxillary partial denture (chairside)	\$60.00
D5741	Reline mandibular partial denture (chairside)	\$60.00
D5750	Reline complete maxillary denture (laboratory)	\$195.00
D5751	Reline complete mandibular denture (laboratory)	\$195.00
D5760	Reline maxillary partial denture (laboratory)	\$195.00
D5761	Reline mandibular partial denture (laboratory)	\$195.00
D5820	Interim partial denture (maxillary) - <i>limited to 1 in any 12 consecutive months</i>	\$245.00
D5821	Interim partial denture (mandibular) - <i>limited to 1 in any 12 consecutive months</i>	\$245.00
D5850	Tissue conditioning, maxillary	\$25.00
D5851	Tissue conditioning, mandibular	\$25.00
D5862	Precision attachment, by report	\$195.00

D5900-D5999 VII. MAXILLOFACIAL PROSTHETICS - Not Covered

D6000-D6199 VIII. IMPLANT SERVICES - Not Covered

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

- *When a crown and/or pontic exceeds six units in the same treatment plan, an Enrollee may be charged an additional \$100.00 per unit, beyond the 6th unit.*
- *Replacement of an existing crown, pontic or stress breaker requires the bridge to be 5+ years old. Replacement of a lost or stolen crown, pontic or stress breaker is not a covered Benefit. Please see Exclusion #5 in Schedule B, Limitations and Exclusions of Benefits.*

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

D6750	Crown - porcelain fused to high noble metal	\$575.00
D6751	Crown - porcelain fused to predominantly base metal	\$525.00
D6752	Crown - porcelain fused to noble metal	\$550.00
D6780	Crown - ¾ cast high noble metal	\$575.00
D6781	Crown - ¾ cast predominantly base metal	\$525.00
D6782	Crown - ¾ cast noble metal	\$550.00
D6790	Crown - full cast high noble metal	\$575.00
D6791	Crown - full cast predominantly base metal	\$525.00
D6792	Crown - full cast noble metal	\$550.00
D6930	Recement fixed partial denture	\$55.00
D6940	Stress breaker	\$150.00
D6950	Precision attachment	\$195.00
D6980	Fixed partial denture repair, by report	\$195.00

D7000-D7999 X. Oral and Maxillofacial Surgery - (When referable services are provided by a Contract Specialty Care Dentist, the Enrollee pays 75 percent of that Dentist's "filed fees.")*

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

D7111	Extraction, coronal remnants - deciduous tooth	\$15.00
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	\$15.00
D7210	Surgical removal of erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	\$50.00
D7220	Removal of impacted tooth - soft tissue	\$60.00
D7230	Removal of impacted tooth - partially bony	\$75.00
D7240	Removal of impacted tooth - completely bony	\$100.00
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications	\$135.00
D7250	Surgical removal of residual tooth roots (cutting procedure)	\$40.00
D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth	\$100.00
D7280	Surgical access of an unerupted tooth	\$85.00
D7310	Alveoloplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	\$60.00
D7320	Alveoloplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	\$90.00
D7510	Incision and drainage of abscess - intraoral soft tissue	\$35.00
D7960	Frenulectomy - also known as frenectomy or frenotomy - separate procedure not incidental to another procedure	\$125.00

D8000-D8999 XI. ORTHODONTICS

*** If a Copayment dollar amount is not listed, the Enrollee pays 75 percent of the Contract Orthodontist's "filed fees."*

- The listed Copayment for each phase of orthodontic treatment (limited, interceptive or comprehensive) covers up to 24 months of active treatment. Beyond 24 months, an additional monthly fee, not to exceed \$125.00, may apply.

- The Retention Copayment includes adjustments and/or office visits up to 24 months.

- Replacement of a lost, stolen or broken orthodontic appliance is not a covered Benefit. Please see Exclusion #13 in Schedule B, Limitations and Exclusions of Benefits.

Pre and post orthodontic records include:

The benefit for pre-treatment records and diagnostic services

includes: \$200.00

- D0210 Intraoral - complete series (including bitewings)
- D0322 Tomographic survey
- D0330 Panoramic film
- D0340 Cephalometric film
- D0350 Oral/facial photographic images
- D0470 Diagnostic casts

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

- D0210 Intraoral - complete series (including bitewings)
- D0470 Diagnostic casts

- D8010 Limited orthodontic treatment of the primary dentition **
- D8020 Limited orthodontic treatment of the transitional dentition - *child or adolescent to age 19* **
- D8030 Limited orthodontic treatment of the adolescent dentition - *adolescent to age 19* **
- D8040 Limited orthodontic treatment of the adult dentition - *adults, including covered dependent adult children* **
- D8050 Interceptive orthodontic treatment of the primary dentition **
- D8060 Interceptive orthodontic treatment of the transitional dentition **
- D8070 Comprehensive orthodontic treatment of the transitional dentition - *child or adolescent to age 19* **
- D8080 Comprehensive orthodontic treatment of the adolescent dentition - *adolescent to age 19* **
- D8090 Comprehensive orthodontic treatment of the adult dentition - *adults, including covered dependent adult children* **
- D8660 Pre-orthodontic treatment visit \$25.00

D8680	Orthodontic retention (removal of appliances, construction and placement of <i>removable</i> retainers)	**
D8999	Unspecified orthodontic procedure, by report - <i>includes treatment planning session</i>	\$100.00

D9000-D9999 XII. ADJUNCTIVE GENERAL SERVICES - *When referable services are provided by a Contract Specialist, the Enrollee pays 75 percent of that Dentist's "filed fees."* *

D9110	Palliative (emergency) treatment of dental pain - minor procedure	\$25.00
D9220	Deep sedation/general anesthesia - first 30 minutes	\$180.00
D9230	Analgesia, anxiolysis, inhalation of nitrous oxide	\$15.00
D9241	Intravenous conscious sedation/analgesia - first 30 minutes	\$165.00
D9242	Intravenous conscious sedation/analgesia - each additional 15 minutes	\$35.00
D9310	Consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician	\$55.00
D9430	Office visit for observation (during regularly scheduled hours) - no other services performed	\$5.00
D9440	Office visit - after regularly scheduled hours	\$40.00
D9940	Occlusal guard, by report - <i>limited to 1 in 3 years</i>	\$210.00
D9951	Occlusal adjustment, limited	\$30.00
D9952	Occlusal adjustment, complete	\$145.00
D9972	External bleaching - per arch - <i>limited to one bleaching tray and gel for two weeks of self treatment</i>	\$155.00

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

Procedures not listed above are not covered, however, may be available at the Contract Dentist's "filed fees." As used in this Schedule, "filed fees" mean the Contract Dentist's fees on file with Alpha and charged by the Contract Dentist for performing a specific dental service. Questions regarding these fees should be directed to the Customer Service department at 800-893-3582.

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

Dental Services must be obtained from the Contract Dentist. All services are subject to the limitations and exclusions of the program.

FOOTNOTES

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

SCHEDULE B

LIMITATIONS AND EXCLUSIONS OF BENEFITS

Limitations of Benefits

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

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

Whenever possible, an Enrollee should complete treatment in progress with the Dentist who initiated the service. If such Dentist is an out-of-network Dentist, that Dentist must agree to the same terms and conditions that apply to an in-network Dentist in order for Alpha to provide Benefits. Copayments and other cost sharing components will apply. Benefits may be adjusted so that the total

paid by the Enrollee and/or coverage provided by all plans is not more than 100 percent of total Allowable Expenses (as defined in the Coordination of Benefits section of the Evidence of Coverage).

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

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

Exclusions of Benefits

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

16. Composite or ceramic brackets, lingual adaptation of orthodontic bands and other specialized or cosmetic alternatives to standard fixed and removable orthodontic appliances.
17. Extraction of teeth, when teeth are asymptomatic/non-pathologic (no signs or symptoms of pathology or infection), including but not limited to the removal of third molars and orthodontic extractions.
18. Treatment or appliances that are provided by a Dentist whose practice specializes in prosthodontic services.

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

Glossary

The following dental terms have the meanings indicated:

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

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

Amalgam - A metal alloy used in filling teeth.

Apicoectomy - The surgical removal of the root tip.

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

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

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

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

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

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

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

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

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

Exostosis - An excessive growth of bone.

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

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

Frenectomy - Surgical removal or loosening of the frenum.

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

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

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

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

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

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

Lingual - Pertaining to the tongue.

Macrognathia - A definite overgrowth of the mandible and maxilla.

Mandible - The lower jaw.

Mandibular - Pertaining to the lower jaw.

Maxilla - The upper jaw.

Maxillary - Pertaining to the upper jaw.

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

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

Occlusal - The chewing surfaces of the posterior teeth.

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

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

Palate - The roof of the mouth.

Palatal - Pertaining to the roof of the mouth.

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

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

Pediatric or **Pedodontic** - Pertaining to children.

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

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

Periradicular - Around the root.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Toll Free
800-893-3582

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