

DELTACARE USA USA DENTAL PROGRAM

FOR ELIGIBILITY REFER TO GENERAL INFORMATION SECTION

Where Services Are Received

Dental services are provided through a network of contracted DeltaCare USA dental offices.

At the time of enrollment, each enrollee will be given a list of DeltaCare USA dental offices and their addresses. The enrollee selects the DeltaCare USA dental office which is most convenient and from which the family will receive its dental care.

Enrollees are issued a DeltaCare USA membership card, showing the name, address, and telephone number of their DeltaCare USA dental office.

Transfer To Another DeltaCare USA Dentist

If special circumstances, such as a change of residence, create a need to obtain a new dental office, requests can be made to DeltaCare USA for reassignment.

No Claim Forms

The DeltaCare USA dental offices are paid on a capitation basis, a specific monthly payment is made for each enrollee assigned to that office. This eliminates the need for claim forms.

DeltaCare USA recognizes that the quality of dental treatment provided DeltaCare USA enrollees should be consistent with what the dentist provides in the practice generally. All DeltaCare USA dentists are required to regularly report to DeltaCare USA treatment provided to DeltaCare USA enrollees. Periodically the treatment reports are tabulated and at the time of an on-site provider audit, the pattern of treatment is checked against the pattern of treatment provided to non-DeltaCare USA patients. Deviations in dental services that appear in the comparison study are reviewed with the dentist and any necessary corrections are negotiated.

By monitoring patterns of treatment in each office, both the dentist and DeltaCare USA can assure that the DeltaCare USA enrollee is receiving a consistently high level of quality at a low equitable patient cost - another outstanding DELTACARE USA benefit.

DeltaCare USA can be reached at: 1-800-422-4234.

Coordination of Benefits

If an eligible enrollee is entitled under a group insurance policy or any other group health benefits program (including another DeltaCare USA program) to receive or be reimbursed for the cost

of

dental services which are also benefits under this program, and if the other policy or program is "primary", then the cost of dental services rendered by non-primary dentists under this program shall be reimbursed only to the extent that the dental services are benefits and are not fully paid for or provided under the terms of the policy or program. If this program is "primary" under those rules, benefits shall be provided as if the other policy or program did not exist and any payment received by a dentist from other coverage shall be applied to any co-payments due from an eligible enrollee.

If the other policy or program principally covers services or expenses other than dental care, this program shall be "primary." Otherwise, the determination of which policy or program is "primary" shall be governed by the following rules:

1. The policy or program covering the patient as other than a dependent shall be primary over the policy or program covering the patient 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 "c" below).
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, then notwithstanding 1 and 2, the policy or program covering the child as a dependent of the aren't 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 (a), (b) or (c), the policy or program which has covered the eligible enrollee for the longer period of time shall be primary, with the following exception: a policy or program covering the eligible enrollee as a laid-off or retired employee shall not be primary under this rule over a policy of program covering the eligible enrollee as an employee or the dependent of an employee. However, if the provision of the other policy or program does not include this exception, which results in neither program being primary, then this exception shall not apply.

The eligible enrollee shall provide to DeltaCare USA, and DeltaCare USA may release to or

obtain from any insurance company or other organization, any information about the eligibility of the enrollee that is

needed to administer this section. DeltaCare USA shall, in its sole discretion, determine whether any reimbursement to an insurance company or other organization is warranted under this section, and any such reimbursement paid shall be deemed to be benefits under this agreement. DeltaCare USA shall have the right to recover from a dentist, eligible enrollee, insurance company or other organization, as DeltaCare USA chooses, the amount of any benefits paid by DeltaCare USA which exceed its obligations under the terms of this section.

DESCRIPTION OF BENEFITS AND CO-PAYMENTS

Services are performed as needed and deemed necessary by your attending DeltaCare USA panel dentist subject to the limitations, exclusions, and administrative policies of the program.

Visits and Diagnostic	Enrollee Pays
Oral examination/Office visit.....	No Cost
Emergency treatment, palliative.....	\$5.00
Specialist consultation	No Cost
Vitality tests	No Cost

Prophylaxis and Fluoride Treatments

Prophylaxis -2 treatments per any 12-month period.....	No Cost
Topical Fluoride-to age 18 only.....	No Cost

Roentgenology

Full mouth x-rays or Panorex - every 2 years	No Cost
Single x-ray	No Cost
Each additional x-ray - up to and including 13 films	No Cost

Oral Surgery

Extractions (uncomplicated) - local anesthetic	No Cost
Surgical extractions	No Cost
Post Operative visits (sutures).	No Cost

Removal of tooth (soft tissue).....	No Cost
Removal of tooth (partially bony)	\$30.00
Removal of tooth (completely bony).....	\$40.00

Biopsy of oral tissue	No Cost
Alveolectomy edentulous, per quadrant	No Cost
Alveolectomy and ridge extension, per arch.....	No Cost

Palatal torus No Cost

Mandibular torus No Cost

Periodontics

Emergency treatment (periodontal abscess, acute periodontitis, etc.)..... \$5.00

Subgingival curettage, root planning, per quadrant..... No Cost

Gingivectomy, per quadrant..... \$75.00

Gingivectomy, per tooth (if fewer than 6 teeth)..... \$15.00

Osseous or muco-gingival surgery, per quadrant..... \$150.00

Endodontics

Pulp capping..... No Cost

Pulpotomy..... No Cost

Vital pulpotomy..... No Cost

Temporary filling with CAO..... No Cost

Culture canal No Cost

Restorative Dentistry

Amalgam Restorations, Primary

 Cavities involving one tooth surface..... No Cost

 Cavities involving two tooth surfaces No Cost

 Cavities involving three or more tooth surfaces No Cost

Amalgam Restorations, Permanent Teeth

Cavities involving one tooth surface..... No Cost

Cavities involving two tooth surfaces No Cost

Cavities involving three or more tooth surfaces No Cost

Silicate, Acrylic, Plastic Restorations

Silicate cement filling..... No Cost

Acrylic or plastic filling..... No Cost

Crowns

Acrylic..... No Cost

Acrylic with metal..... No Cost

Porcelain..... No Cost

Porcelain with metal..... No Cost

Full metal crown* (See page DELTACARE USA-6)..... No Cost

Gold onlay or 3/4 crown* (See page DELTACARE USA-6)..... No
 Cost

Stainless steel (primary) No Cost
 Stainless steel (permanent)..... No Cost

Removal of acrylic space maintainer..... No Cost

Fixed spacer, band type..... No Cost

- *Plus actual lab cost of precious metals*

Prosthetics

Pontics

Thru-pontic type..... No Cost
 Porcelain to metal No Cost
 Plastic processed to gold*..... No Cost

- *Plus actual lab cost of precious metals.*

Dentures

Maxillary denture..... No Cost
 Mandibular denture..... No Cost
 Partial upper/lower (each)..... No Cost

Stress breakers, per unit..... No Cost
 Teeth and clasps, per unit..... No Cost

Denture duplication No Cost

Denture and partial adjustments No Cost
 Denture and partial repairs..... No Cost
 Adding teeth to existing partial or denture..... No Cost
 Office reline..... No Cost
 Tissue conditioning, 2 per denture No Cost

Recementation

Inlay No Cost
 Crown No Cost

Orthodontics

Start-up fees..... \$350.00
 Adults..... \$1,800.00*

Dependent children to age 19..... \$1,600.00*

** Applicable to treatments commencing on or after May 1, 1993.*

Failure to cancel appointment (24-hour prior notification)..... \$10.00

Emergency visit after normal visiting hours..... \$20.00

Any procedure not listed is available on a fee-for-service basis.

Covered Services

These services are performed as needed and deemed necessary by the attending DeltaCare USA dentist subject to the limitations, exclusions, and administrative policies of the program.

A. Diagnostic and Preventive Services

- X-Rays
- Examination
- Consultation
- Prophylaxis
- Topical preventive applications
- Space maintainers

B. Emergency Services

- Relief of pain and infection

C. Restorative

- Provides amalgam, porcelain and plastic restorations for treatment of carious lesions

D. Oral Surgery

- Procedures for extractions and other oral surgery

E. Endodontics

- Procedures for pulpal therapy and root canal fillings (treatment for non-vital teeth)

F. Periodontics

- Procedures for treatment of the tissues supporting the teeth

- G. Fixed Bridges
 - Covered subject to administrative policies.
- H Removable Prosthetics
 - Full or partial dentures
- I. Orthodontic Care - Covered only as an added benefit when included in the contract by the group and subject to availability of participating orthodontic providers. Services are covered in full or with co-payments as shown on the schedule of Co-payments.
- J. DeltaCare USA may request that an Enrollee obtain a second opinion to verify the necessity and appropriateness of dental treatment or application of Benefits. When DeltaCare USA requests a second opinion, it will pay for all second opinion charges. An Enrollee may also request a second opinion if he or she disagrees with the diagnosis and/or treatment plan determination made by his or her Panel Dentist. In such cases, the Enrollee should contact DeltaCare USA's Customer Relations Department for assistance in requesting authorization for a second opinion. Second opinions will only be authorized at a Panel Dentist's office, unless otherwise authorized by DeltaCare USA's Dental Consultant. Charges for second opinions that are not authorized by DeltaCare USA are excluded from coverage.

Out-Of-Area and Emergency Care

If an Enrollee is more than thirty-five (35) miles from the office of the assigned Panel Dentist, and requires Emergency Services, DeltaCare USA shall reimburse the Enrollee for the cost of such treatment, less any applicable co-payments, up to a maximum of \$100.00 during any 12-month period upon submission to DeltaCare USA of a verifiable claim within ninety (90) days after such treatment is received.

If an Enrollee has been enrolled less than thirty (30) days, and if the Enrollee is currently experiencing an Acute Condition, he or she should contact DeltaCare USA's Customer Relations Department at 1-800-422-4234 for authorization for treatment of the condition.

If DeltaCare USA determines that the circumstances of the Acute Condition require that the Enrollee obtain treatment from a Dentist who is not one of DeltaCare USA's Panel Dentists, the Enrollee will be instructed:

- A. To seek treatment immediately necessary to alleviate severe pain, swelling or bleeding, or immediately necessary to avoid placing his or her health in serious jeopardy; and
- B. That treatment for Acute Condition does not include any services other than Emergency Services; and
- C. That **DeltaCare USA** will reimburse the Enrollee for the cost of such treatment up to a maximum of \$100.00 during any 12-month period; and

- D. That the Enrollee must submit a claim within ninety (90) days after receiving the treatment; and
- E. That the Enrollee must visit his or her Panel Dentist for further treatment.

DeltaCare USA *may* require a non-Panel Dentist providing treatment to an Enrollee of an Acute Condition to agree in writing to meet the same contractual terms and conditions which are imposed upon Dentists who have signed a contract with DeltaCare USA. DeltaCare USA is not liable for actions resulting solely from the negligence; malpractice of other tortuous or wrongful acts arising out of the treatment provided by a non-Panel Dentist.

Limitation of Benefits

The benefits, as outlined, are subject to the following limitations:

- Prophylaxis limited to 2 treatments in any 12 consecutive months.
- Full upper and/or lower dentures are not to exceed one each in any 3-year period. Replacement will be provided for any existing denture or bridge only if it is unsatisfactory and cannot be made satisfactory.
- Partial dentures are not to be replaced within any 3-year period unless necessary due to natural tooth loss where the addition or replacement of teeth to the existing partial is not feasible.
- Denture relines limited to one during any 12 consecutive months.
- Periodontal treatments limited to five during any 12 consecutive months.
- Bitewing x-rays limited to not more than one series of four films in any 6-month period.
- Full mouth x-rays limited to one set every 24 consecutive months.

Exclusions of Benefits

- General anesthesia and the services of a special anesthesiologist.
- Cosmetic dental care.
- Dental conditions arising out of and due to enrollee's employment or for which Workers' Compensation is payable. Services, which are provided to the enrollee by state government or agency thereof are provided without cost to the enrollee by any municipality, county, or other subdivisions.
- Treatment required by reason of war.

- Hospital charges of any kind.
- Major surgery of fractures and dislocations.
- Loss or theft of dentures or bridgework.
- Dental expenses incurred in connection with any dental procedure started after termination of eligibility for coverage.
- Any service that is not specifically listed as a covered expense.
- Dental expenses incurred in connection with any dental procedure started prior to enrollee's eligibility with the DeltaCare USA program. Example: teeth prepared for crowns, root canals in progress, orthodontic treatment.
- Congenital malformations.
- Cysts and malignancies.
- Dispensing of drugs not normally supplied in a dental office.
- Additional treatment costs incurred because a dental procedure is unable to be performed in the dentist's office due to the general health and physical limits of the enrollee.

Orthodontic Limitations

The program provides coverage for orthodontic treatment plans provided through DeltaCare USA panel orthodontists. The maximum cost to the enrollee for each treatment plan is \$ 1,600 for children to age 19 or \$1,800 for adults, plus start-up costs and subject to the following:

- Orthodontic treatment must be provided by a member of DeltaCare USA orthodontic panel.
- Plan benefits cover 24 months of usual and customary orthodontic treatment.
- Should an enrollee be terminated for any reason and at the time of termination be receiving any orthodontic treatment, the enrollee and not **DeltaCare USA** will be responsible for payment of balance due for treatment performed after termination. The enrollee's payment shall be based on the maximum fee of \$1,600 for children to age 19 or \$1,800 for adults and be pro-rated over the number of months to completion of the treatment and be payable on such terms and conditions as are arranged between the enrollee and the orthodontist. In no event shall the enrollee be liable for more than the sum of \$1,600 for children to age 19 or \$1,800 for adults for the treatment plan (does not include start-up fees).

- Start-up fees shall consist of the initial examination, diagnosis and consultation as well as study model impressions, and the retention phase of treatment of up to two years maximum. This includes initial construction, placement, and adjustments to retainers for a maximum period of two years. This amount is \$350 and is subject to review and change on an annual basis.
- If an enrollee does not require treatment and the doctor has completed a diagnosis and consultation, a consultation fee not to exceed the panel orthodontist's usual and customary fee or the start-up fee listed in the Description of Benefits and Copayments, whichever is less, may be charged.
- The European method of orthodontia - activator appliances used in conjunction with eventual banding - will be considered as full treatment.
- Should this contract be terminated by either party due to the breach of non-renewal at the end of any applicable term, the provision contained herein shall apply with respect to an enrollee being treated for orthodontic work which is not completed at the date of termination.

Orthodontic Exclusions

- Lost, stolen or broken orthodontic appliances
- Retreatment of orthodontic cases
- Changes in treatment necessitated by accident of any kind
- Surgical procedures (including extraction of teeth solely for the purpose of orthodontics) incidental to orthodontic treatment
- Myofunctional therapy
- Surgical procedures related to cleft palate, micrognathia or macrognathia
- Treatment related to temporomandibular joint disturbances and/or hormonal imbalance
- Any dental procedure considered within the field of general dentistry such as fillings or extractions
- Malocclusions which are so severe or mutilated as not to be amenable to orthodontic therapy
- Treatment that extends 24 months beyond the point of full permanent dentition will be subject to an office visit charge

- Cephalometric x-rays, tracings, photographs and study models

Governing Administrative Policies

Unlike medical care where the diagnosis dictates more specifically the method of treatment to be rendered, in dental care, the dentist and his/her patient frequently consider different treatment plans.

The following guidelines are an integral part of the dental program and are consistent with the principles of accepted dental practice and the continued maintenance of good dental health.

In all cases in which the patient selects a more expensive plan of treatment than is customarily provided, the more expensive treatment is considered optional. The patient must pay the difference in cost between the dentist's usual fees for the two plans of treatment plus any co-payment for covered procedures.

A. Partial Dentures

If a cast chrome or acrylic denture will restore the case, the DeltaCare USA dentist will apply the applicable percentage of the cost of such procedure toward a more complicated precision appliance, *which* the patient and dentist may choose to use. The patient must bear the difference in cost, plus any applicable co-payment.

B. Full Dentures

If, in the construction of a denture, the patient and the DeltaCare USA dentist decide on personalized restorations or employ specialized techniques as opposed to standard procedures, the DeltaCare USA dentist will apply the applicable percentage of the cost for the standard denture toward such treatment and the patient must bear the difference in the cost, plus any applicable co-payment

C. Fillings and Crowns

Crowns will be covered only if there is not enough retentive quality left in the tooth to hold a filling. For example, the buccal or lingual walls are either fractured or decayed to the extent that they will not hold a filling.

Veneers, posterior to the second bicuspid, are considered purely cosmetic dentistry. Allowance will be made for a cast full crown. If performed, the patient must pay the additional fee, plus any applicable co-payment.

The DeltaCare USA program provides amalgam. Synthetic or plastic restoration such as a crown or jacket is considered optional, and if performed, the patient must pay the additional fee, plus any applicable co-payment.

Composite resin or acrylic restorations in posterior teeth are optional. An allowance will be made for amalgam restorations. If performed, the patient must pay the additional fee, plus any applicable co-payment.

Porcelain crown, porcelain fused or metal or plastic processed to metal type crowns are not a benefit for children under 12 years of age. An allowance will be made for an acrylic crown. If performed, the patient must pay the additional fee, plus any applicable co-payment.

A crown placed on a specific tooth is allowable only once in a three year period, except when the crown is no longer functional as determined by the DeltaCare USA dentist.

D. Fixed Bridges

A fixed bridge is considered standard dental treatment when it is necessary to replace a missing permanent anterior tooth in a person 16 years old or older. Such treatment will be covered if the patient's oral health and general dental condition permits. Fixed bridges used to replace missing posterior teeth are considered optional when the abutment teeth are dentally sound and would be crowned only for the purpose of supporting a pontic. A fixed bridge used under these circumstances is considered optional dental treatment. The patient is responsible for the difference in cost between the fixed bridge and the partial denture, plus any applicable co-payment.

Fixed bridges are not a benefit when provided in connection with a partial denture on the same arch. If provided, the patient must pay any additional fee, plus any applicable co-payment

Fixed bridges are not a benefit for patients under the age of 16. A fixed bridge under these circumstances is considered optional dental treatment. If performed, the patient must pay the difference in cost between the fixed bridge and a space maintainer, plus any applicable co-payment.

E. Reconstruction

The DeltaCare USA program provides coverage for procedures necessary to eliminate oral disease and to replace missing teeth. Appliances or restorations necessary to increase vertical dimension or restore the occlusion are considered optional, and if performed, the patient must pay the additional fee, plus any applicable co-payment. These include replacing or stabilizing tooth structure loss by attrition, realignment of teeth, periodontal splinting, gnathologic recordings, equilibration or treatment of disturbances of the temporomandibular joint (TMJ).

F. Specialized Techniques

Precious metal for removal appliances, precision abutments for partials or bridges (overlays, implants, and appliances associated therewith), personalization and characterization, are all considered optional treatments. If performed, the patient must pay the additional fee, plus any applicable co-payment

G. Implants

If implants are utilized, the DeltaCare USA dentist will apply the cost of a standard full or partial denture toward the cost of implants and appliances constructed thereon and, if performed, the patient must pay the difference plus any applicable co-

payment.

The DeltaCare USA program does not cover the surgical removal of implants.

H. Preventive Control Programs

Preventive control programs including sealants, oral hygiene instructions and dietary instructions are not covered benefits. If performed, the patient must pay the additional fee.

I. Stayplates

Stayplates are only a benefit to replace extracted anterior teeth for adults during a healing period and as anterior space maintainers for children.

COMPLAINT PROCEDURE, CLAIMS APPEAL, AND ARBITRATION

Within 30 days after DeltaCare USA receives an Enrollee's written complaint, DeltaCare USA will send the Enrollee a report, which describes the complaint and DeltaCare USA's resolution, or explains why additional time is required to report on the complaint. In the event the Enrollee disagrees with the resolution of the complaint, he or she may submit a written request for reconsideration within 15 days after he or she receives that response. The Enrollee should provide the reason for the appeal and any additional information, which he or she feels, may affect his or her case. DeltaCare USA may require additional documents, as it deems necessary or desirable in making a review. Within 30 days after DeltaCare USA receives the appeal and supporting documentation, DeltaCare USA will forward to the Enrollee a written response or an explanation of why additional time is required.

If an Enrollee is dissatisfied with DeltaCare USA's response and he or she has been involved in DeltaCare USA's grievance and appeals process for 60 days, the Enrollee may contact the Department of Corporations for assistance. The Enrollee may file a complaint with the Department immediately in an emergency situation, which is one involving imminent and serious danger to his or her health.

The California Department of Corporations is responsible for regulating health service plans. The Department has a toll-free telephone number (**1-800-400-0815**) to receive complaints against health plans. If an Enrollee has a grievance against the health plan, he or she should contact the plan and use the plan's grievance procedure. If the Enrollee needs the Department's help with a complaint involving an emergency procedure or with a grievance that has not been satisfactorily resolved by the plan, he or she may call the Department's toll-free telephone number.

In the event of extreme hardship on the part of an enrollee and upon an application for relief presented to the American Arbitration Association ("AAA"), DeltaCare USA shall assume all or a portion of the arbitration fees and expenses as determined by the AAA in accordance with procedures established and administrated by the AAA.