Healthy Kids Dental
Administered by Delta Dental
Certificate of Coverage

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Section 1: Introduction

Healthy Kids Dental is a Michigan Department of Health and Human Services (MDHHS) program for Medicaid-eligible children that is administered in part by Delta Dental of Michigan, Inc., a Michigan nonprofit dental care corporation (hereinafter referred to as "Delta Dental"). Read this entire Certificate of Coverage carefully. It describes the rights and obligations of Enrollees and Delta Dental. It is Your responsibility to understand the terms and conditions of Your dental Benefits contained in this Certificate of Coverage.

If you have any questions about coverage, contact Delta Dental customer service at:

Delta Dental Customer Service Department
Attn: HKD
PO Box 9230
Farmington Hills, MI 48333-9230
Phone: 866-696-7441 (TTY users call 711) (Video Relay Service (VRS) users call 866-696-7441)

Section 2: Definitions

A. **Adverse Benefit Determination (ABD)**—A letter that you receive after an appeal is denied, in whole or in part, or if the plan cannot provide a service in a timely basis. This letter will include:
   - The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit.
   - The reduction, suspension, or termination of a previously authorized service.
   - The denial, in whole or in part, of payment for a service. A denial, in whole or in part, of a payment for a service solely because the claim does not meet the definition of a "clean claim" is not an ABD.
   - The failure to provide services in a timely manner, as defined by MDHHS.
   - The failure of the Dental Health Plan to act within the time frames provided in 42 CFR §438.408(b)(1) and (2) regarding the standard resolution of grievances and appeals.
   - The denial of a member's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other member financial liabilities.

B. **Appeal**—The process of seeking reconsideration of an Adverse Benefit Determination.

C. **Benefits**—Payment for the Covered Services under the Certificate.

D. **Care Coordinator**—A Care Coordinator helps assist the Enrollee in coordinating services. The Care Coordinator coordinates services between settings of care, services from another health plan or physician, and services the Enrollee receives from community and social support providers.

E. **Certificate of Coverage (Certificate)**—This document. It describes Enrollees' and Delta Dental's rights and duties.

F. **Claim**—A request for payment for a covered service. Claims are not conditioned upon Your seeking advance approval, Certificate, or authorization to receive payment for any covered service.

G. **Completion Date**—The date that treatment is complete. Some procedures may require more than one appointment before they can be completed. Treatment is complete:
   - For dentures and partial dentures, on the delivery date.
   - For crowns and bridgework, on the cementation date.
   - For root canals and periodontal treatment, on the date of the final procedure that completes treatment.

H. **Copayment**—The percentage of the charge, if any, that You must pay for Covered Services. There are no Copayments for Covered Services under this Certificate.

I. **Covered Services**—The unique dental services selected for coverage as described in, and subject to, this Certificate.

J. **Delta Dental**—Delta Dental Plan of Michigan, Inc., a nonprofit dental care corporation. Delta Dental Plan of Michigan, Inc. is not a commercial insurance company.

K. **Healthy Kids Dental Administered by Delta Dental**—The Delta Dental-administered network for Healthy Kids Dental, an MDHHS program that provides dental Benefits to Medicaid Enrollees under the age of 21.

L. **Dental Home**—A dental home is the dentist's office where you will go for dental care.

M. **Dentist**—A person licensed to practice Dentistry in the state or jurisdiction in which dental services are performed.

   1. **Delta Dental HKD Dentist**—A Dentist who has signed an agreement with Delta Dental to provide dental services to Enrollees. Delta Dental HKD Dentists may be referred to as "participating Dentists."
   2. **Nonparticipating Dentist**—A Dentist who has not signed an agreement with Delta Dental to provide dental services to Enrollees.

N. **Deny/Denied/Denial**—When a Claim for a particular service is refused for payment due to certain contractual Limitations/exclusions. You will be responsible for paying Your Dentist the applicable amount for such service, regardless of the Dentist's participating status, provided You have signed an acknowledgment of responsibility with the Dentist.

O. **Enrollee**—A Medicaid individual under the age of 21 who is registered in HKD administered by Delta Dental.

P. **Excluded Services**—Dental services which are not covered within HKD administered by Delta Dental or this Certificate.

Q. **Grievance**—A complaint filed with Delta Dental regarding customer service issues. Grievances should not be filed regarding Adverse Benefit Determinations for Covered Services or Benefits (see definition of Appeal).

R. **Limitations**—Conditions, such as age and period of time, which restrict Covered Services.

S. **Medically Necessary**—Dental services or supplies that meet accepted standards of dental practices needed to diagnose or treat an oral health injury, condition, disease or symptom.

T. **Network Adequacy**—The ability of Delta Dental to provide reasonable access to a sufficient number of Delta Dental HKD Dentists.

U. **Post-Stabilization Services**—Covered services related to an emergency medical condition, provided after a person is stabilized. These services maintain, improve, or fix the stabilized condition.

V. **Pre-treatment Estimate**—A voluntary and optional process where Delta Dental issues a written estimate of dental Benefits that may be available under Your coverage for Your proposed dental treatment. Your Dentist submits the proposed dental treatment to Delta Dental in advance of providing the treatment.

   A Pre-treatment Estimate is for informational purposes only and is not required before You receive any dental care. It is not a prerequisite or condition for approval of future dental Benefits payment. You will receive the same Benefits under this Certificate whether or not a Pre-treatment Estimate is requested. The Benefits estimate provided on a Pre-treatment Estimate notice is based on Benefits on the date the notice is issued. It is not a guarantee of future dental Benefits or payment. Availability of dental Benefits at the time Your treatment is completed depends on several factors. These factors include, but are not limited to, Your continued eligibility for Benefits, the status of Your Dentist, any coordination of Benefits, this Certificate's Limitations and any other provisions, together with any additional information or changes to Your dental treatment. A request for a Pre-treatment Estimate is not a Claim or a Prior Authorization, preauthorization, precertification or other reservation of future Benefits.

W. **Prior Authorization**—The process by which an Enrollee must request, and a dental plan provides, approval of an Enrollee's treatment before the treatment is rendered. Prior Authorizations are not required for Delta Dental HKD Enrollees.

X. **Processing Policies**—Delta Dental's policies and guidelines used for Pre-treatment Estimate and payment of Claims. The Processing Policies may be amended from time to time.

Y. **Reasonable Accommodation**—Under the Americans with Disabilities Act, a federal law that prohibits discrimination in access to services and employment against persons who are disabled, a disabled individual has a right to Reasonable Accommodation to facilitate access to a dental office and appropriate dental

treatment. Reasonable Accommodation may involve removing physical barriers, modifying an office policy or procedure that limits access to a disabled person, or providing auxiliary aids and services, such as sign language interpreters, assistive listening devices, large print materials, etc.

Z. **Specialist**—A licensed dental Specialist that focuses on a specific area of Dentistry or a group of patients to diagnose, manage, prevent or treat certain types of dental symptoms and conditions.

AA. **Submitted Amount**—The amount a Dentist bills to Delta Dental for a specific treatment or service. A participating Dentist cannot charge You for the difference between this amount and the approved fee.

AB. **"You"/"Your"**—Refers to the Enrollee or the parent/guardian of the Enrollee, as the context requires.

Section 3: Eligibility

Eligibility is determined by the MDHHS. A Medicaid child under the age of 21 is enrolled in HKD administered by Delta Dental once Delta Dental receives the Enrollee's eligibility file from the MDHHS.

Pre-existing conditions and nondiscrimination

No person will be refused enrollment based on health status, health care needs, genetic information, previous medical information, disability, age, race, color, national origin, gender identity, sex or sexual orientation.

Section 4: Accessing Your Benefits

To utilize the coverage under Your Certificate, follow these steps:

1. Please read this Certificate and the Delta Dental HKD Handbook carefully so You are familiar with the Covered Services, Benefits, payment methods and terms of Your Certificate.
2. Make an appointment with Your Dentist and tell him or her that You are a Delta Dental HKD Enrollee. If Your Dentist is not familiar with Your coverage or has questions about this Certificate, have him or her contact Delta Dental by (a) writing Delta Dental, Attention: Delta Dental Customer Service Department, PO Box 9230, Farmington Hills, MI 48333-9230, or (b) calling the toll-free number, 866-696-7441 (TTY users call 711) (Video Relay Service (VRS) users call 866-696-7441).

Identification cards

All Enrollees will be issued a Delta Dental HKD ID card. Enrollees should present their Delta Dental HKD ID card at each visit. If You lose the card, call Delta Dental at 866-696-7441 (TTY users call 711) (Video Relay Service (VRS) users call 866-696-7441) to request a new one.

Manage Your Digital Health Records

As a Healthy Kids Dental member, you have access to the member portal!

- Get a new ID card
- Change your dental home
- Look up dental claims
- Check my benefits
- And more!

Visit **https://www.memberportal.com/mp/delta/**

Member handbook

You can go online and review and/or download a copy of the Delta Dental HKD Handbook at **www.deltadentalmi.com/HKD**. If You would like a copy of the handbook mailed to You free of charge, please call Delta Dental customer service at 866-696-7441 (TTY users call 711) (Video Relay Service (VRS) users call 866-696-7441).

Provider directory

You will find a list of Delta Dental HKD Dentists in the provider directory. You can search for Dentists in Your area online at **https://v2.providers4you.com/healthykids**. You can also call Delta Dental customer service at 866-696-7441 (TTY users call 711) (Video Relay Service (VRS) users call 866-696-7441) to review list of Dentists in Your area or to have the provider directory sent to You at no charge.

Selecting a Dentist

You may choose any Delta Dental HKD Dentist and may change Dentists at any time. Unless it is an emergency, Delta Dental does not pay for any services from a Dentist who is not a Delta Dental HKD Dentist. You will find a list of Delta Dental HKD Dentists in the provider directory. You can search for Dentists in Your area online at **https://v2.providers4you.com/healthykids**. You can also call Delta Dental customer service at 866-696-7441 (TTY users call 711) (Video Relay Service (VRS) users call 866-696-7441) to review a list of Dentists in Your area or to have the provider directory sent to You at no charge.

Obtaining Covered Services

Delta Dental contracts with Dentists to provide Covered Services to Delta Dental HKD Enrollees. You may schedule appointments by contacting a Delta Dental HKD Dentist directly. You may go to any Delta Dental HKD Dentist. Unless it is an emergency, Delta Dental does not pay for any services from a Dentist who is not a Delta Dental HKD Dentist.

Specialty services

Delta Dental HKD Benefits cover some specialty care. If You need a Specialist, Your Delta Dental HKD Dentist can help You find specialty care, or You can call Delta Dental customer service. A referral is not required for any services, including dental Specialists providing routine and preventive dental services. Before visiting a Specialist, be sure he or she is a Delta Dental HKD Dentist, or the services will not be covered and You may have to pay for them.

Out of County Services

Members can see any provider in the Healthy Kids Dental network.

Out of State Services

Emergency services provided by out-of-network providers outside the state are covered. Services from in-network providers outside the state are covered as normal (refer to *Covered Services* for specifics).

Out of Country Services

Health care services provided outside the country are not covered by Delta Dental.

Emergency services

A dental emergency is a service needed to control bleeding, relieve pain, get rid of acute infection, prevent loss of teeth and treat injuries. If a dental emergency happens, call Your dental office and ask what You should do. If You currently do not have a regular Dentist, call Delta Dental's customer service at 866-696-7441 to receive a list of Dentists or go to **https://v2.providers4you.com/healthykids** to find a Dentist near You. If You are calling after hours, call 866-696-7441 for helpful information and connection to our emergency service if needed. You may use any emergency dental setting for emergency care.

If You are not in Michigan when a dental emergency happens, You can call Delta Dental customer service toll-free at 866-696-7441 (TTY users call 711) (Video Relay Service (VRS) users call 866-696-7441) for help finding a Dentist. If You have a dental emergency outside of Michigan, HKD administered by Delta Dental will cover the service even if the Dentist is not a Delta Dental HKD Dentist. A Prior Authorization is not needed for emergency services.

Nonparticipating Dentists

Due to Delta Dental's large provider network, there should be a Delta Dental HKD Dentist in Your area. In the unlikely event there is not one, please call Delta Dental customer service at 866-696-7441 (TTY users call 711) (Video Relay Service (VRS) users call 866-696-7441) to obtain information on how to receive dental services from a local Dentist. If You receive services from a Nonparticipating Dentist when a Delta Dental HKD Dentist is in Your area, services will not be covered. It is important to first call Delta Dental customer service prior to receiving services from a Nonparticipating Dentist.

Translation services

HKD administered by Delta Dental has the following options:

- On-demand access to our interpretation line
- In-office interpretation services during appointments with 72 hours advance notice
- Translation of any significant materials in any language
- Translation of any significant materials in an alternative format for Enrollees with special needs

You should tell Your Delta Dental HKD Dentist, or call Delta Dental at 866-696-7441 (TTY users call 711) (Video Relay Service (VRS) users call 866-696-7441), if You require interpretive services. Delta Dental will arrange for such services at no cost to You or Your Dentist.

Transportation services

Medicaid will pay for rides to dental appointments. You can get help with a ride if you do not have a way to get to and from a dental appointment. Rides must be approved before your appointment. If you need to travel a long distance for a dental service, there may be additional transportation assistance available to you.

Medicaid Health Plan (MHP)

If you are enrolled in an MHP, contact your MHP to arrange a ride to your dental appointment. MHPs cover rides to HKD dental appointments for people enrolled in their plan.

Fee-for-Service Medicaid/No MHP

If you are not enrolled in an MHP, your Medicaid benefit covers rides to HKD dental appointments.

Wayne, Oakland, and Macomb County Residents

Call ModivCare at (866)569-1902 to arrange a ride.

Residents of all other counties

Call your local MDHHS Office. MDHHS office locations and phone numbers may be found at: **https://www.michigan.gov/mdhhs/inside-mdhhs/county-offices**

Care coordination

Delta Dental has Care Coordinators to help provide an ongoing source of care appropriate to Your needs. Delta Dental HKD Care Coordinators are available to Enrollees for any care coordination issues, including assisting caregivers of Enrollees with special needs, complex oral health conditions or alternative living arrangements such as homelessness or foster care. The Care Coordinator is available to assist with navigating the health care system and coordinating access to care. Call Delta Dental customer service at 866-696-7441 (TTY users call 711) (Video Relay Service (VRS) users call 866-696-7441) if You need assistance.

Transition of care

If You previously received Your Healthy Kids Dental (HKD) benefits from another Medicaid dental plan and want to see if Your current Dentist is part of the Delta Dental network, please call Customer Service at 866-696-7441 (TTY users call 711) (Video Relay Service (VRS) users call 866-696-7441), or go to **https://v2.providers4you.com/healthykids**. If in the previous 6 months You were undergoing treatment with a different Medicaid sponsored plan, and changing Dentists would pose a serious risk to Your health, You or Your representative may request continuity of care by contacting Delta Dental customer service verbally or in writing. Your request will

then be referred to Delta Dental's team of Care Coordinators and dental specialists for evaluation. If it is determined based on Medical Necessity that an interruption in Your current care will lead to harmful results, Delta Dental will allow You to continue seeing Your current Dentist, and will honor previously authorized services covered under the HKD plan for 90 days from the date that Your original eligibility was lost. For more information, please go to **www.deltadentalmi.com/HKD** and click on the link "Transition of Care."

Early Periodic Screening, Diagnosis and Treatment (EPSDT)

EPSDT is a Medicaid benefit for children under 21 years of age. Under EPSDT, children and teens enrolled in Medicaid receive all recommended preventive services and any medical treatment needed to promote healthy growth and development. It helps make sure they get the care they need to grow and stay healthy. Children and teens enrolled in Medicaid can get checkups, screenings, preventive care, and other medically necessary services during well-child visits. These visits follow the schedule and guidelines of the American Academy of Pediatrics (AAP). If a health problem is found or suspected during a well-child visit, the child should receive any needed testing and treatment.

All infants, children and teens should have regular well-child check-ups . These visits check a child's physical and mental health, growth, development, and nutrition. At each well-child visit, the PCP should check the child's oral health and risk for tooth decay.

Dental coverage for children includes regular checkups, cleanings, and other preventive care. It also includes treatment to relieve pain, treat infections, repair teeth, and keep the mouth healthy. Medicaid also covers services to treat dental problems before they become serious or cause permanent damage to the teeth or gums.

Federally Qualified Health Centers (FQHC) and Rural Health Clinic (RHC)

You may choose to get services from a Federally Qualified Health Center (FQHC), Rural Health Clinic (RHC) or Indian Healthcare Provider (IHCP) located in Your county. You do not need a Prior Authorization or a referral.

Mobile dental facilities and SEAL! Michigan

You may choose to get services from mobile dental services and/or SEAL! Michigan dental services. You do not need Prior Authorization or a referral. Services are subject to the coverages and Limitations set forth in this Certificate.

Prior Authorization

Some services may need to be approved before you or your child can get them. This is called Prior Authorization (PA). Your dentist needs to fill out a Prior Authorization Request Form and send it to us if you need care that requires PA. We must approve the PA request before you can get the care. If we do not approve the service, we will notify the dentist and send you a written notice of the decision.

Pre-treatment Estimate

A Pre-treatment Estimate is not required to receive payment, but it allows Claims to be processed more efficiently and allows You and Your Dentist to know what services may be covered before Your Dentist provides them. Delta Dental will provide notice to You and Your Dentist within 14 calendar days (28 days with an extension for good cause) from receipt of the request.

If your Dentist requests an urgent Pre-Treatment Estimate Delta Dental will notify You and Your Dentist of the decision within 72 hours.

You and Your Delta Dental HKD Dentist should review Your Pre-treatment Estimate notice before treatment. Once treatment is complete, the dental office will submit a Claim to Delta Dental for payment.

Written notice of Claim and time of payment

Because the amount of Your Benefits is not conditioned on a Pre-treatment Estimate decision by Delta Dental, all Claims under this Certificate are post-service Claims. Once a Claim is filed, Delta Dental will adjudicate it

within 30 days of receiving it. If there is not enough information to adjudicate Your Claim, Delta Dental will notify You or Your Dentist within 30 days. The notice will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in which to decide the Claim, and (d) inform You or Your Dentist that the information must be received within 45 days or Your Claim will be Denied if the services were performed by a Nonparticipating Dentist, or not chargeable to the Enrollees if the services were performed by a Delta Dental HKD Dentist. You will receive a copy of any notice sent to Your Dentist. Once Delta Dental receives the requested information, it has 15 days to adjudicate Your Claim. If You or Your Dentist does not supply the requested information, Delta Dental will deny Your Claim. In such case, You will be responsible for all charges if the services were performed by a Nonparticipating Dentist. If the services were performed by a Delta Dental HKD Dentist, the services will not be chargeable to the Enrollee. Once Delta Dental adjudicates Your Claim, it will notify You within five days.

Section 5: Delta Dental HKD Benefits Provisions

Covered Services Include:

- **Oral exams** *(1 in 6 months)*
- **Comprehensive Periodontal Evaluation** *(1 in 12 months)*
  Note: Comprehensive periodontal evaluation is not a covered benefit when billed in conjunction with, or within six months of other oral exams
- **Screening** *(1 in 6 months age 6 and under)*
- **Assessment** *(1 in 6 months)*
- **X-rays**
  - **Bitewing X-rays** *(1 in 12 months)*
  - **Full mouth or panoramic X-rays** *(1 in 5 years age 5 and older)*
- **Teeth Cleaning (prophylaxis)** *(1 in 6 months)*
- **Scaling in the Presence of Inflammation** *(1 in 6 months)*
  Note: Scaling in the presence of inflammation is not covered within 6 months of prophylaxis, scaling and root planing, periodontal maintenance, or debridement procedures.
- **Periodontal Maintenance** *(1 in 6 months)*
  Note: Any combination of teeth cleanings (prophylaxis, scaling in the presence of inflammation or periodontal maintenance procedures) are covered once per 6 months
- **Scaling and Root Planing** are payable once per quadrant per 24-month period *(no more than 2 quadrants per day)*
- **Fluoride varnish** *(4 in 12 months age 5 and younger; 1 in 6 months age 6–21)*
- **Topical application of Fluoride** *(1 in 6 months ages 6–21)*
  Note: Topical application of fluoride cannot be combined with fluoride varnish within the same six months.
- **Sealants** *(1 in 3 years for first and second primary (baby) molars and first and second permanent (adult) premolars and molars)*
- **Fixed unilateral and bilateral space maintainers** are payable once per quadrant (or arch) per 24-month period for enrollees age 13 and under.
- **Fillings**
- **Sedative filling**
- **Crowns, including porcelain, metal and resin based** *(1 in 5 years)*
- **Crowns are payable only for extensive loss of tooth structure for caries or fracture.**

Tooth loss must be at least 50%.

- **Stainless steel crown** *(prefabricated)*
- **Crown buildup, including pins**
- **Re-cement crowns, bridges, space maintainers**
- **Root canals**
- **Extractions, simple and surgical**
- **Limited other oral surgery**
- **Emergency treatment of dental pain**
- **IV sedation** *(when medically necessary)*
- **Complete denture** *(1 in 5 years)*
- **Partial denture** *(1 in 5 years for enrollees age 16 and older)*
- **Denture adjustments and repairs**
- **Denture rebase and reline** *(1 time in 2 years)*
- **Temporary partial denture** *(only to replace front teeth)*

Delta Dental agrees to provide Benefits to Enrollees pursuant to the policies and procedures of Delta Dental, including the Processing Policies, and under the terms and conditions of this Certificate, including, but not limited to, the exclusions set forth below.

Exclusions

Delta Dental will make no payment for the following services or supplies, and the Enrollee may be responsible for paying all charges for these services to the Dentist:

1. Full mouth or panoramic X-rays under age 5
2. Bite splints, mouthguards, and sports appliances
3. Removal of healthy third molars *(wisdom teeth)*
4. Bridges, inlays and onlays
5. Full mouth debridement age 13 and under
6. Removable space maintainers
7. Implants
8. Cosmetic Dentistry
9. Services covered under a hospital, surgical/medical or prescription drug program
10. Treatment of TMJ *(TMJ is a problem that can cause pain in Your jaw joint and can also cause pain in the muscles that control jaw movement)*
11. Orthodontic services *(such as braces)*
12. Cone Beam CTs
13. Nitrous Oxide

Delta Dental will make no payment for the following services or supplies, and Delta Dental HKD Dentists may not charge Enrollees for these services or supplies. However, You may be responsible for paying all charges for these services to any Nonparticipating Dentist from whom You obtain such services or supplies:

1. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice
2. The completion of forms or submission of Claims
3. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations
4. Local anesthesia
5. Acid etching, cement bases, cavity liners and bases or temporary fillings
6. Infection control
7. Temporary, interim or provisional crowns
8. Gingivectomy as an aid to the placement of a restoration
9. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces
10. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures

11. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition
12. Post-operative X-rays, when done following any completed service or procedure
13. Periodontal charting
14. Pins and preformed posts, when done with core buildups
15. Any substructure when done for inlays, onlays and veneers
16. A pulp cap, when done with a sedative filling or any other restoration. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.
17. A pulpotomy on a permanent tooth, except on a tooth with an open apex
18. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed
19. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment
20. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling in the presence of gingival inflammation
21. Scaling in the presence of gingival inflammation when done on the same day as periodontal maintenance
22. Prophylaxis, scaling in the presence of gingival inflammation, or periodontal maintenance when done within 30 days of three or four quadrants of scaling and root planing or other periodontal treatment
23. Full mouth debridement when done within 30 days of scaling and root planing
24. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard
25. Reline, rebase or any adjustment or repair within six months of the delivery of a partial denture
26. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture
27. Periapical and/or bitewing X-rays when done within a clinically unreasonable period of time of performing panoramic and/or full mouth X-rays, as determined solely by Delta Dental
28. Processing polices may otherwise exclude payment by Delta Dental for services or supplies

Section 6: Claim Provisions

Agreement

Delta Dental agrees to provide Benefits for Covered Services provided to the Enrollee as described below.

Payment of Claims

There are no Copayments in HKD administered by Delta Dental. You do not have to pay for any service that Delta Dental HKD Benefits cover and which is provided by a Delta Dental HKD Dentist. If the Delta Dental HKD Benefits do not cover a service that You would like Your Dentist to provide, You must pay for that service.

Covered Services requiring multiple visits

In the event a covered service requires more than one (1) visit with Your Dentist, payment for the covered service will be rendered upon the Completion Date.

Premiums

All Enrollee premiums are paid by the MDHHS. Enrollees are not responsible for payment of premiums to Delta Dental.

Section: 7 Appeals and Grievances

Grievances

If You would like to file a Grievance (also called a complaint), You can call Delta Dental customer service at 866-696-7441 or send Your Grievance in writing to:

Delta Dental
Attn: HKD Grievances
PO Box 9230
Farmington Hills, MI 48333-9230
Fax: 517-381-5527

Please be sure to include a full explanation of Your Grievance in Your letter. Delta Dental will investigate Your Grievance and respond to You within 90 calendar days of receiving Your complaint. If Your complaint involves the quality of care provided by a Delta Dental HKD Dentist, Delta Dental may refer the problem to the Michigan Dental Association Peer Review Committee. When the review is completed, You will be notified of the result in writing within 15 days.

Appeals

You have the right to ask Delta Dental to review an Adverse Benefit Determination by requesting an internal appeal by calling customer service or in writing via fax or mail. You can request an internal appeal within 60 calendar days of the date of the Adverse Benefit Determination. Additional time may be provided upon good cause shown.

If the appeal is regarding a stoppage or reduction of a service, the service will continue uninterrupted pending resolution of the appeal provided that You request the internal appeal within 10 calendar days of the date of the Adverse Benefit Determination or before the service is stopped or reduced, whichever is later. You can ask for this internal appeal by calling customer service at 866-696-7441 (TTY users call 711) (Video Relay Service (VRS) users call 866-696-7441) or following the steps below to send Your appeal in writing. You could be responsible for the cost of these services if the Adverse Benefit Determination is upheld.

Step 1:

You, Your representative or Your Dentist (provider) acting as Your representative must ask for an internal appeal. Your written request must include:

- Your name
- Address
- Delta Dental HKD ID number
- Reasons for appealing
- Any evidence You want Delta Dental to review, such as medical records, Dentists' letters or other information that explains why You need the item or service. Call Your Dentist if You need this information.

We recommend keeping a copy of everything You send with Your appeal for Your records. You can ask to see, free of charge, all documents, records and other information that Delta Dental relied upon to make the Adverse Benefit Determination before or during the appeal. At no cost to You, You can also ask for a copy of the guidelines Delta Dental used to make the Adverse Benefit Determination.

Step 2:

Mail or fax Your appeal to:

Delta Dental
Attn: HKD Appeals
PO Box 9230
Farmington Hills, MI 48333-9230
Fax: 517-381-5527

Delta Dental will provide You with a written decision regarding Your appeal within 30 calendar days of receipt. If Delta Dental upholds its decision or You do not receive a timely decision, You can ask for a State Fair Hearing from the Michigan Office of Administrative Hearings and Rules (MOAHR). You can also ask for an external review under the Patient Right to Independent Review Act (PRIRA) from the Michigan Department of Insurance and Financial Services (DIFS). Your written decision will give You instructions on how to request a State Fair Hearing and external review.

Expedited appeal

If You have an urgent situation where taking the time for a standard internal appeal could seriously jeopardize Your life, health or ability to attain, maintain or regain maximum function, You can request an expedited appeal by calling the Delta Dental customer service number. A request for an expedited appeal must be made within ten days of the Adverse Benefit Determination letter. If the situation is urgent and requires an expedited appeal, Delta Dental will respond within 72 hours. If the situation is not urgent, the appeal will be processed through the standard appeal process.

State Fair Hearing

You must file an internal appeal with Delta Dental before asking for a State Fair Hearing. You have 120 calendar days from the date of Your appeal Denial notice to ask for the State Fair Hearing. A Request for Hearing form will be included with the notice of appeal decision that You receive from Delta Dental. It also has instructions that You should review.

Step 1:

You, Your representative or Your Dentist (provider) acting as Your representative may ask for a State Fair Hearing after You have appealed to Delta Dental and received Delta Dental's written appeal decision. You can also ask for a State Fair Hearing if You do not receive a decision from Delta Dental within the required time frame. Your written request must include:

- Your name
- Address
- Delta Dental HKD ID number
- Reasons for requesting a State Fair Hearing
- Any evidence You want the administrative law judge to review, such as medical records, Dentists' letters or other information that explains why You need the item or service. Call Your Dentist if You need this information.

Step 2:

Send Your request to:

Michigan Office of Administrative Hearings and Rules
PO Box 30763
Lansing, MI 48909
Phone: 800-648-3397
Fax: 517-763-0146

Step 3:

The MOAHR will schedule a hearing. You will get a written "Notice of Hearing" telling You the date and time. Most hearings are held by telephone, but You can ask to have a hearing in person. During the hearing, You will be asked to tell an administrative law judge why You disagree with Delta Dental's decision. You can ask a friend, relative, advocate, provider or lawyer to help You. You will get a written decision within 90 calendar days from the date Your Request for Hearing was received by MOAHR. The written decision will explain if You have additional appeal rights.

If the standard time frame for review would jeopardize Your life or health, You may be able to qualify for an expedited (fast) State Fair Hearing. Your request must be in writing and clearly state that You are asking for an expedited State Fair Hearing. Your request can be mailed or faxed to MOAHR (see address and fax number for MOAHR above). If You qualify for an expedited State Fair Hearing, MOAHR must give You an answer within 72 hours. However, if MOAHR needs to gather more information that may help You, it can take up to 14 more calendar days.

If You have any questions about the State Fair Hearings process, including the expedited (fast) State Fair Hearing, You can call MOAHR at 800-648-3397.

Patient's Right to Independent Review Act (PRIRA)

You may also be eligible to request an external review if You have completed Delta Dental's internal appeal process or Delta Dental has failed to complete the internal appeal process within the allowable time. Within 127 days of Your receipt of a final appeal decision from Delta Dental, You may submit a request for external review to the Michigan Department of Insurance and Financial Services (DIFS), PO Box 30220, Lansing, MI 48909-7720. For questions about Your external review rights, You may contact DIFS at 877-999-6442, visit https://difs.state.mi.us/Complaints/ExternalReview.aspx, or write to DIFS/Michigan Health Insurance Consumer Assistance Program, PO Box 30220, Lansing, MI 48909.

How does someone else act on my behalf?

When You appeal, You can name a relative, friend, attorney, Dentist (provider) or someone else to act as Your representative. Both You and the person You want to act for You must sign and date a statement confirming the representation. You will need to mail or fax this statement to Delta Dental with Your appeal. Keep a copy for Your records.

Get help and more information

If You need help or additional information about Delta Dental's decision or the appeal process, call Delta Dental customer service toll-free at 866-696-7441 (TTY users call: 711) (Video Relay Service (VRS) users call 866-696-7441).

Customer service is available Monday–Friday 8 a.m. to 8 p.m. ET. You can also visit Delta Dental's website at **www.deltadentalmi.com/HKD.**

Section 8: Enrollee Rights

You have the right to:

- Receive information on HKD administered by Delta Dental.
- Receive paper copies of the Delta Dental HKD Handbook, provider directory, and Certificate of Coverage, free of charge.
- Be treated with respect and with due consideration for Your dignity and privacy.
- Receive Culturally and Linguistically Appropriate Services (CLAS).
- Have Your information kept confidential.
- Participate in decisions regarding Your dental care, including the right to refuse treatment and express preferences about treatment options. (Be sure that the treatment is a covered service as defined in this Certificate of Coverage, and is provided by a Delta Dental HKD Dentist).
- If you do not agree with your doctor's plan of care for you, you have the right to a second opinion. There is no additional cost to you for a second opinion from a Healthy Kids Dental network provider. Second opinions do not require prior authorization from us. Please call Customer Service to learn how to get a second opinion.
- Have Your dental provider advise or advocate on Your behalf, for the following:
  - Your health status, medical care, or treatment options, including any alternative treatment that may be self-administered
  - Any information You need to decide among all relevant treatment options
  - The risks, Benefits and consequences of treatment or nontreatment
  - Your right to participate in decisions regarding Your health care, including the right to refuse treatment, and to express preferences about future treatment decisions
- Request a copy of Delta Dental's clinical practice guidelines (dental clinical review criteria) to better understand how claims decisions are made. Clinical practice guidelines are scientific resources used by Delta Dental licensed dental professionals to help them make treatment decisions based on medical necessity and appropriateness of care in a way consistent with the current standards of dental practice. If you would like more information, please call Delta Dental Customer Service at 866-696-7441.
- Reasonable Accommodation

- Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation.
- Request and receive a copy of Your dental records, and request those be changed or corrected.
- Receive dental services consistent with the Delta Dental HKD Handbook, this Certificate of Coverage and State and federal regulations.
- Be free to exercise Your rights without negatively affecting the way Delta Dental, Delta Dental HKD Dentists or the State of Michigan treats You.
- Be free from disenrollment discrimination. Delta Dental will not disenroll based on Your:
  - Change in physical or mental health status.
  - Use of dental services.
  - Diminished mental capacity or uncooperative or disruptive behavior resulting from Your special needs (except when Your continued enrollment seriously impairs Delta Dental's ability to furnish Covered Services to You or other Enrollees).
- Disenrollment by you:
  If you are unhappy with the plan and you have tried working with the plan to fix the problem, you may request to disenroll yourself on the Michigan Enrolls website, www.healthcare4mi.com, or by calling Michigan Enrolls at 1-800-975-7630, TTY: 1-888-263-5897.

  You can disenroll without cause during the following times:

  - If the State notifies you there is a special circumstance with the MHP (these are very rare).

  Reasons you may disenroll include:
    - If you move.
    - If the plan does not cover the service you seek, because of moral or religious objections.
    - If you need related services to be performed at the same time but not all related services are available within the provider network and receiving the services separately would subject you to unnecessary risk.
    - For any other reasons such as poor quality of care, lack of access to covered services, or lack of access to providers experienced in dealing with your care needs.
- Be free from discrimination based on the following:
  - Age
  - Sexual orientation
  - Religion
  - Medical condition (including physical and mental illness)
  - Claims experience
  - Receipt of dental care
  - Medical/dental history
  - Genetic information
  - Disability
- Be free from other discrimination prohibited by State and federal regulations.
- Receive information on available treatment options and alternatives, given in a manner appropriate to Your condition and ability to understand.
- Receive dental services from a Federally Qualified Health Center, Rural Health Clinic and Indian Health Coverage Program (as applicable) and mobile dental facility, and SEAL! Michigan.
- To know if Delta Dental has any provider incentives, such as pay-for-performance.
- To ask about stop loss coverage.
- Receive a printed copy of MDHHS network adequacy standards upon request. To get a copy, call Delta Dental's customer service at 1-866-696-7441.
- Request information on how HKD administered by Delta Dental operates.

Section 9: Enrollee Responsibilities

As a Delta Dental HKD Enrollee, You are responsible for:

- Reviewing the Delta Dental HKD Handbook and this Certificate of Coverage.
- Receiving Covered Services from Dentists in the Delta Dental HKD network.
- Making and keeping appointments with Your Delta Dental HKD Dentist.
- Seeking out information in order to make best use of the dental services.
- Contributing toward Your own oral health by instituting appropriate oral health practices.
- Treating Dentists and their staff with respect.
- Updating family information. Tell Your MDHHS case worker if there are changes in the following:
  - Your address
  - Your marital status
  - Your dependent children (through child birth, adoption or legal guardianship)
- Protecting Your ID card against misuse.
- Contacting Delta Dental if You suspect fraud.
- To have your dental provider advise or advocate on your behalf for the following:
  - Your health status, medical care or treatment options, including any alternative treatment that may be self-administered
  - Any information you need to decide among all relevant treatment options
  - The risks, benefits, and consequences of treatment or non-treatment
  - Your right to participate in decisions regarding your health care, including the right to refuse treatment and to express preferences about future treatment decisions
- You have the Right to:
  - Receive a printed copy of Michigan Department of Health and Human Services (MDHHS) network adequacy standards upon request. To get a copy, call Delta Dental's customer service at 1-866-696-7441.

Section 10: Termination

Enrollees will be disenrolled from HKD administered by Delta Dental if the Enrollee:

1. Loses Medicaid or CHIP eligibility.
2. Reaches the age of 21 years.
3. Moves out of the State of Michigan.
4. Is disqualified due to other administrative reasons including, but not limited to, death and incarceration.

When You lose coverage, the Delta Dental HKD Benefits cover dental services up to the last day of the month in which eligibility is lost. Therefore, Delta Dental HKD Benefits coverage will end on the last day of the month in which You turn 21 and/or on the last day of the month in which the MDHHS tells Delta Dental that Your Delta Dental HKD Benefits coverage ends.

Benefits after coverage terminates

Sometimes You start a covered service that can only be completed after a series of visits. If You lose coverage before the covered service is completed, You will still receive Benefits for the covered service if it is completed within 60 days from the date that You lost coverage.

Termination of coverage

Delta Dental may initiate special disenrollment requests to the MDHHS if the Enrollee acts in a violent or threatening manner, which acts do not result from the Enrollee's special needs as prohibited in the discrimination section of this Certificate. Violent/threatening situations include, but are not limited to, physical acts of violence, physical or verbal threats of violence made against Delta Dental, Delta Dental HKD Dentists or their staff, the public, and stalking situations.

Section 11: Coordination of Benefits

Coordination of Benefits (COB) refers to the method of determining how Benefits are paid when You are covered by more than one health care plan. The primary plan is responsible for paying the full benefit amount allowed by the Enrollee's contract with that plan. The secondary plan is responsible for paying any part of the benefit not covered by the primary plan as long as the benefit is covered by the secondary plan. The secondary plan adjusts the amount of Benefits paid so that the total Benefits available to the Enrollee for the covered service will not exceed the Enrollee's actual dental bills. The total paid by both plans may provide payment up to, but not exceeding, Delta Dental's benefit amount. The amount that either plan is required to pay is known as its "liability."

We will coordinate Benefits with the following types of plans:

1. Group insurance, or any other arrangement of coverage for individuals in a group, whether on an insured or uninsured basis, including government programs such as Medicare (but not including specialty plans such as dental or disability insurance)
2. Automobile insurance required by law and provided through arrangements other than those described in the list below, but only to the extent that automobile insurance law requires Benefits

The Delta Dental HKD benefit is always the secondary plan. The primary plan must first pay for Covered Services as required under the terms of its contract before Delta Dental will pay for any Covered Services. Medicaid is always the payer of last resort. All other insurance must be billed first.

Additional rules for coordination of Benefits when Delta Dental is the secondary payer:

1. A primary payer, as determined above, must provide its covered Benefits without considering the coverage afforded pursuant to this Certificate of Coverage.
2. If a primary payer does not cover services that Delta Dental covers, those services will be covered as if Delta Dental is the primary payer.
3. If Delta Dental covers services not fully covered by a primary payer, Delta Dental will coordinate its coverage with the primary payer's coverage to pay up to 100 percent of the Medicaid allowable expenses or Delta Dental's contracted rate, whichever is less, for those services.
4. Except as explained above, Delta Dental is not required to pay Claims or coordinate Benefits for services that are not provided by a Delta Dental HKD Dentist, or services which are not listed as Covered Services, unless otherwise stated in this Certificate.

Right of recovery

If the amount of the payments made by Delta Dental is more than it should have paid under this COB provision, Delta Dental may recover the excess from one or more of the persons it has paid or for whom it has paid, or any other person or organization that may be responsible for the Benefits or services provided for the Enrollee. Payment includes the reasonable cash value of any Benefits provided in the form of services.

Subrogation

If the Enrollee has a right of recovery from any person or entity for the Enrollee's injury or illness, except from the Delta Dental HKD Enrollee, the Enrollee, as a condition to receiving Covered Services under this Certificate, must do the following:

- Pay or assign to Delta Dental all sums recovered by Enrollee from any suit, settlement or otherwise for the injury or illness, up to the amount of the Benefits that Delta Dental paid as a result of the injury or illness, but not in excess of monetary damages collected
- Authorize Delta Dental to be subrogated to the Enrollee's rights of recovery, including the right to bring suit in the Enrollee's name, at the sole cost and expense of Delta Dental, up to the amount of the Benefits that Delta Dental paid as a result of the injury or illness

Section 12: General Provisions

A. **Entire contract; changes:** This Certificate, and any amendments or attachments, constitutes the entire agreement between You and Delta Dental. No change in this Certificate will be effective until approved in writing by an officer of Delta Dental. This approval must be noted on or attached to this Certificate. No agent may change this Certificate or waive any of its provisions.

B. **Time limit on certain defenses:** A material misstatement by You in any application for coverage under this Certificate may be used to void this Certificate or to Deny a Claim. This action may be taken in the first two years of Your coverage. After the two-year period, this action may be taken only for a fraudulent misstatement and/or nonpayment of premium.

C. **Legal actions:** You cannot bring an action on a legal Claim arising out of or related to this Certificate unless You have provided at least 60 days' written notice to Delta Dental, unless prohibited by applicable state law. In addition, You cannot bring an action more than three years after the legal Claim first arose or after expiration of the applicable statute of Limitations, whichever is shorter.

D. **Governing laws:** This Certificate is governed under the laws of the State of Michigan and any applicable federal laws.

E. **Change of status:** You must notify MDHHS of any event that changes the status of Your family. Events that can affect the status include, but are not limited to, marriage, birth, death, divorce and entrance into military service.

F. **Assignment:** Covered Services and/or Benefits are for the personal benefit of the Enrollee and cannot be transferred or assigned, other than to the extent necessary to allow direct payments to Delta Dental HKD Dentists.

G. **Right of recovery:** If Delta Dental pays a Claim for which another person or company is liable, Delta Dental has the right to recover its payment from the other person or company.

H. **Obtaining and releasing information:** While You are enrolled in HKD administered by Delta Dental, You agree to provide Delta Dental with any information it needs to process Your Claims and administer Your Benefits. This includes allowing Delta Dental to have access to Your dental records.

I. **Dentist-patient relationship:** Enrollees are free to choose any Delta Dental HKD Dentist. Each Dentist maintains the Dentist-patient relationship with the patient and is solely responsible to the patient for dental advice and/or treatment provided to the Enrollee, and Delta Dental does not have any liability resulting therefrom.

Inquiries

Delta Dental
Customer Service Department
PO Box 9230
Farmington Hills, MI 48333-9230
Phone: 866-696-7441

NOTICE OF PRIVACY PRACTICES

Date of This Notice: November 2, 2023

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

This Notice describes the privacy practices of Delta Dental Plan of Michigan, Inc., Delta Dental Plan of Ohio, Inc., Delta Dental Plan of Indiana, Inc., Delta Dental Plan of Arkansas, Inc., Delta Dental of Kentucky, Inc., Delta Dental Plan of New Mexico, Inc., Delta Dental of North Carolina, Delta Dental of Tennessee, Renaissance Life & Health Insurance Company of America, Renaissance Life & Health Insurance Company of New York (collectively, "we" or "us" or the "Plan"). These entities have designated themselves as a single affiliated covered entity for purposes of the privacy rules under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and each has agreed to abide by the terms of this Notice and may share protected health information with each other as necessary for treatment, payment or to carry out health care operations, or as otherwise permitted by law.

The HIPAA Privacy Rule protects only certain medical information known as "protected health information" ("PHI"). Generally, PHI is individually identifiable health information, including demographic information, collected from you or received by a health care provider, a health care clearinghouse, a health plan or your employer on behalf of a group health plan that relates to:

(1) your past, present or future physical or mental health or condition;
(2) the provision of health care to you; or
(3) the past, present or future payment for the provision of health care to you.

We are required by law to maintain the privacy of your health information and to provide you with this notice of our legal duties and privacy practices with respect to your health information. We are committed to protecting your health information.

We comply with the provisions of the Health Information Technology for Economic and Clinical Health (HITECH) Act. We maintain a breach reporting policy and have in place appropriate safeguards to track required disclosures and meet appropriate reporting obligations. We will notify you promptly in the event a breach occurs that may have compromised the security or privacy of your PHI. In addition, we comply with the "Minimum Necessary" requirements of HIPAA and the HITECH amendments. We also comply with all applicable laws relating to retention and destruction of your PHI.

For more information concerning this Notice please see: https://www.hhs.gov/hipaa/for-individuals/notice-privacy-practices/index.html

HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU

The following categories describe different ways that we may use or disclose your PHI.

For Treatment We may use or disclose your PHI to facilitate medical treatment or services by providers. We may disclose PHI about you to providers, including dentists, doctors, nurses, or technicians, who are involved in taking care of you. For example, we might disclose information about your prior dental X-ray to a dentist to determine if the prior X-ray affects your current treatment.

For Payment We may use or disclose PHI about you to obtain payment for your treatment and to conduct other payment related activities, such as determining eligibility for Plan benefits, obtaining customer payment for

benefits, processing your claims, making coverage decisions, administering Plan benefits, and coordinating benefits.

For Health Care Operations We may use and disclose PHI about you for other Plan operations, including setting rates, conducting quality assessment and improvement activities, reviewing your treatment, obtaining legal and audit services, detecting fraud and abuse, business planning and other general administration activities. In accordance with the Genetic Information and Nondiscrimination Act of 2008, we are prohibited from using your genetic information for underwriting purposes.

To Business Associates We may contract with individuals or entities known as Business Associates to perform various functions or to provide certain types of services on the Plan's behalf. In order to perform these functions or provide these services, Business Associates may receive, create, maintain, use and/or disclose your PHI, but only if they agree in writing with the Plan to implement appropriate safeguards regarding your PHI. For example, the Plan may disclose your PHI to a Business Associate to administer claims or provide support services, such as utilization management, quality assessment, billing and collection or audit services, but only after the Business Associate enters into a Business Associate Agreement with the Plan.

Health-Related Benefits and Services We may use or disclose health information about you to communicate to you about health-related benefits and services. For example, we may communicate to you about health-related benefits and services that add value to, but are not part of, your health plan.

To Avert a Serious Threat to Health or Safety We may use and disclose PHI about you to prevent or lessen a serious and imminent threat to the health or safety of a person or the general public.

Military and Veterans If you are a member of the armed forces, we may release PHI about you if required by military command authorities.

Worker's Compensation We may release PHI about you as necessary to comply with worker's compensation or similar programs.

Public Health Risks We may release PHI about you for public health activities, such as to prevent or control disease, injury or disability, or to report child abuse, domestic violence, or disease or infection exposure.

Health Oversight Activities We may release PHI to help health agencies during audits, investigations or inspections.

Lawsuits and Disputes If you are involved in a lawsuit or a dispute, we may disclose PHI about you in response to a court or administrative order. We also may disclose PHI about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

Law Enforcement We may release PHI if asked to do so by a law enforcement official:

- In response to a court order, subpoena, warrant, summons or similar process;
- To identify or locate a suspect, fugitive, material witness, or missing person;
- About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
- About a death we believe may be the result of criminal conduct; and
- In emergency circumstances to report a crime; the location of the crime or victims; or the identity, description or location of the person who committed the crime.

Coroners, Medical Examiners and Funeral Directors We may release PHI to a coroner or medical examiner.

This may be necessary, for example, to identify a deceased person or determine the cause of death.

National Security and Intelligence Activities We may release PHI about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

To Plan Sponsor We may disclose your PHI to certain employees of the Plan Sponsor (i.e., the Company) for the purpose of administering the Plan. These employees will only use or disclose your PHI as necessary to perform Plan administrative functions or as otherwise required by HIPAA.

Disclosure to Others We may use or disclose your PHI to your family members and friends who are involved in your care or the payment for your care. We may also disclose PHI to an individual who has legal authority to make health care decisions on your behalf.

REQUIRED DISCLOSURES

The following is a description of disclosures of your PHI the Plan is required to make:

As Required By Law We will disclose PHI about you when required to do so by federal, state or local law. For example, we may disclose PHI when required by a court order in a litigation proceeding, such as a malpractice action.

Government Audits The Plan is required to disclose your PHI to the Secretary of the United States Department of Health and Human Services when the Secretary is investigating or determining the Plan's compliance with HIPAA.

Disclosures to You Upon your request, the Plan is required to disclose to you the portion of your PHI that contains medical records, billing records, and any other records used to make decisions regarding your health care benefits.

WRITTEN AUTHORIZATION

We will use or disclose your PHI only as described in this Notice**. It is not necessary for you to do anything to allow us to disclose your PHI as described here.** If you want us to use or disclose your PHI for another purpose, you must authorize us in writing to do so. For example, we may use your PHI for research purposes if you provide us with written authorization to do so. You may revoke your authorization in writing at any time. When we receive your revocation, it will be effective only for future uses and disclosures. It will not be effective for any PHI that we may have used or disclosed in reliance upon your written authorization. We will never sell your PHI or use it for marketing purposes without your express written authorization. We cannot condition treatment, payment, enrollment in a Health Plan, or eligibility for benefits on your agreement to sign an authorization.

ADDITIONAL INFORMATION REGARDING USES OR DISCLOSURES OF YOUR PHI

For additional information regarding the ways in which we are allowed or required to use of disclosure your PHI, please see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html

YOUR RIGHTS REGARDING PHI THAT WE MAINTAIN

You have the following rights regarding PHI we maintain about you:

Your Right to Inspect and Copy Your PHI You have the right to inspect and copy your PHI. You must submit your request in writing and if you request a copy of the information, we may charge you a reasonable fee to cover expenses associated with your request. A copy will be provided within 30 days of your request.

The Plan may deny your request to inspect and copy PHI in certain limited circumstances. If you are denied access to PHI, you may request that the denial be reviewed by submitting a written request to the Contact Person listed below.

Your Right to Amend Incorrect or Incomplete Information If you believe that the PHI the Plan has about you is incorrect or incomplete, you may request that we change your PHI by submitting a written request. You also must provide a reason for your request. We are not required to amend your PHI but if we deny your request, we will provide you with information about our denial and how you can disagree with the denial within 60 days of your request.

Your Right to Request Restrictions on Disclosures to Health Plans. Where applicable, you may request that restrictions be placed on disclosures of your PHI.

Your Right to an Accounting of Disclosures We Have Made You may request an accounting of disclosures of your PHI that we have made, except for disclosures we made to you or pursuant to your written authorization, or that were made for treatment, payment or health care operations. You must submit your request in writing. Your request may specify a time period of up to six years prior to the date of your request. We will provide one list of disclosures to you per 12-month period free of charge; we may charge you for additional lists.

Your Right to Request Restrictions on Uses and Disclosures You have the right to request restrictions or limitations on the way that we use or disclose PHI. You must submit a request for such restrictions in writing, including the information you wish to limit, the scope of the limitation and the persons to whom the limits apply. We may deny your request.

Your Right to Request Confidential Communications Through a Reasonable Alternative Means or at an Alternative Location You may request that we direct confidential communications to you in an alternative manner (i.e., by facsimile or e-mail). You must submit your request in writing. We are not required to agree to your request, however we will accommodate your request if doing otherwise would place you in any danger.

Your Right to a Paper Copy of This Notice

To obtain a paper copy of this Notice or a more detailed explanation of these rights, send us a written request at the address listed below. You may also obtain a copy of this Notice at one of our websites:
www.deltadentalmi.com, www.deltadentaloh.com, www.deltadentalin.com, www.deltadentalar.com
www.deltadentalky.com, www.deltadentalnc.com, www.deltadentalnm.com, www.deltadentaltn.com, or
www.renaissancedental.com.

Your Right to Appoint a Personal Representative
Upon receipt of appropriate documentation appointing an individual as your personal representative, medical power of attorney or legal guardian, that individual will be permitted to act on your behalf and make decisions regarding your healthcare.

CHANGES TO THIS NOTICE

We may amend this Notice of Privacy Practices at any time in the future and make the new Notice provisions effective for all PHI that we maintain. We will advise you of any significant changes to the Notice. We are required by law to comply with the current version of this Notice.

COMPLAINTS

If you believe your privacy rights or rights to notification in the event of a breach of your PHI have been violated, you may file a complaint with us or with the Office of Civil Rights. Complaints about this Notice or about how we handle your PHI should be submitted in writing to the Contact Person listed below.

A complaint to the Office of Civil Rights should be sent to Office of Civil Rights, U.S. Department of Health & Human Services, 200 Independence Ave, S.W., Washington, D.C. 20201, 1-877-696-6775. You also may visit OCR's website at http://www.hhs.gov/ocr/privacy/hipaa/complaints/index.html for more

information.

You will not be penalized, or in any other way retaliated against for filing a complaint with us or the Office of Civil Rights.

SEND ALL WRITTEN REQUESTS REGARDING THIS PRIVACY NOTICE TO:

Privacy Officer
P.O. Box 30416
Lansing, MI 48909-7916
517-347-5451 (TTY users call 711)

Delta Dental is a registered trademark of Delta Dental Plans Association

This plan complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. This plan does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

This plan provides free aids and services to people with disabilities to communicate effectively with us, such as:

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

This plan provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, call 1-866-696-7441 (TTY users call 711).

If you believe that this plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with the civil rights coordinator at PO Box 9230, Farmington Hills, MI 48333-9230; by phone at 1-866-696-7441 (TTY users call 711) or fax to 517-706-3513. You can file a grievance by mail, fax or phone. If you need help filing a grievance, the civil rights coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at *https://ocrportal.hhs.gov/ocr/portal/lobby.jsf,* or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201; 1-800-368-1019, 1-800-537-7697 (TDD). Complaint forms are available at *http://www.hhs.gov/ocr/office/file/index.html.*

KUJDES: Nëse flitni shqip, për ju ka në dispozicion shërbime të asistencës gjuhësore, pa pagesë. Telefononi në 1-866-696-7441 (TTY: 711).

انتباه: إذا كنت تتحدث اللغة العربية، فتتوفر خدمات المساعدة اللغوية مجانًا بالنسبة لك. اتصل على الهاتف رقم 1-866-696-7441 (رقم الطابعة الهاتفية: 711).

মনোযোগ দিন: আপনি যদি বাংলা ভাষায় কথা বলেন, তাহলে ভাষাগত সহায়তা পরিষেবাগুলি, আপনার জন্য বিনামূল্যে পাওয়া যাবে। ফোন করুন 1-866-696-7441 (TTY: 711)।

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-866-696-7441（TTY：711）。

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-866-696-7441 (TTY: 711).

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-866-696-7441 (TTY: 711).

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-866-696-7441（TTY:711） まで、お電話にてご連絡ください。

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-866-696-7441 (TTY: 711) 번으로 전화해 주십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-866-696-7441 (TTY: 711).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-866-696-7441 (телетайп: 711).

OBAVJEŠTENJE: Ako govorite srpsko-hrvatski, usluge jezičke pomoći dostupne su vam besplatno. Nazovite 1-866-696-7441 (TTY- Telefon za osobe sa oštećenim govorom ili sluhom: 711).

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-866-696-7441 (TTY: 711).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-866-696-7441 (TTY: 711).

يرجى الانتباه: إذا كنت تتحدث اللغة العربية السورية، تتوفر لك خدمات المساعدة اللغوية المجانية.
يرجىالاتصال بالرقم: 1-866-696-7441 (الهاتف النصي: 711).

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-866-696-7441 (TTY: 711).