Dental Benefits Booklet
for
Kid Care CHIP Program Participants

Esta folleto es tambien disponible en Español en la siguiente oficina

Delta Dental of Wyoming
6234 Yellowstone Rd * Cheyenne, WY 82009
307-632-3313 * 800-735-3379
www.deltadentalwy.org
customerservice@deltadentalwy.org
Delta Dental HEREBY CERTIFIES that the individual given this policy booklet is covered under the Kid Care CHIP program provided the individual is eligible for such coverage and premiums are paid to Delta Dental by the Kid Care CHIP program on behalf of such individual. The benefits described herein are subject to all the provisions, terms and conditions of the State of Wyoming Request For Proposal No. 0310-W.

DELTA DENTAL OF WYOMING

ELIGIBILITY

I. Definitions

Eligible Participant means a child, through age 18, whose family has met the eligibility requirements as defined by the State of Wyoming and provided to Delta Dental for the Kid Care CHIP program.

II. Coverage Period

Eligible Participants are covered on the first day of the month as determined by the State of Wyoming and provided to Delta Dental for the Kid Care CHIP program.

Coverage for the Eligible Participant shall terminate on the last day of the month in which: (1) twelve months have passed since the initial eligibility, (2) the individual ceases to meet the definition of eligibility above, or (3) the required periodic premium is not received by Delta Dental from the Kid Care CHIP program, whichever first occurs.

III. Coverage after Termination

If a participant's coverage terminates while receiving treatment under a predetermination or preauthorization of benefits, benefits will not continue to be paid for such approved treatment (with the exception of medically necessary orthodontia that was approved prior to termination).

HOW DOES THE PROGRAM WORK?

Delta Dental of Wyoming will be providing your child’s dental benefits. You must select a Kid Care CHIP Participating Dentist to visit. To determine if a dentist is a Kid Care CHIP Participating Dentist call either the dental office or Delta Dental at (307) 632-3313 or 1-800-735-3379 and ask if the dentist you have selected is a Kid Care CHIP Participating Dentist. You can also visit the Kid Care CHIP website at [www.health.wyo.gov/CHIP](http://www.health.wyo.gov/CHIP) or the Insure Kids Now website at [www.insurekidsnow.gov](http://www.insurekidsnow.gov) for a list of participating providers.

During your first appointment, advise your dentist that you are covered by Delta Dental under the Kid Care CHIP program and give the dentist your Delta Dental identification card. The purpose of the Kid Care CHIP program is to assist in meeting the cost of needed dental care or treatment. However, this
program does not pay for every procedure that may be needed.

Delta Dental of Wyoming shall not pay for any services that are not authorized by the Kid Care CHIP program. In the event that a parent/guardian agrees to a non-covered service, the parent/guardian is responsible for payment in full (for the cost of all non-covered services) to the dental provider.

The Kid Care CHIP Participating Dentist

The Kid Care CHIP Participating Dentist, under contract with Delta Dental, will agree to the following provisions (see “Payment Procedures” on page 4): (1) to file claim form(s) directly with Delta Dental (you must fill out the patient information); (2) not to charge the patient up front for any amount covered by Delta Dental, with the exception of copayments; (3) if the dentist chooses he/she may charge the patient at the time of service for any procedure not covered by Delta Dental (see “Limitations” and “Exclusions” on pages 6-9); (4) not to charge back to the patient (balance bill) any amount over the amount allowed by Delta Dental; (5) that all payments are to be made directly to the Kid Care CHIP Participating Dentist.

The Non-Participating Dentist

Delta Dental will not pay for any services rendered by a Non-Participating Dentist, unless the services are provided in an emergency situation.

**BENEFITS**

**Benefit Percentage**

Benefit Percentage is the percentage of allowable expenses that the plan will pay for services rendered.

<table>
<thead>
<tr>
<th>Service</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diagnostic and Preventive Services</td>
<td>100%</td>
</tr>
<tr>
<td>Basic Services</td>
<td>100% (after annual cost sharing maximum is met)</td>
</tr>
<tr>
<td>Maximum Benefit per Person per Benefit Year</td>
<td></td>
</tr>
<tr>
<td>For Basic Services, from January 1st ending</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>December 31st of each year</td>
<td></td>
</tr>
<tr>
<td>Medically Necessary Orthodontic Services</td>
<td>100% (after annual cost sharing maximum is met)</td>
</tr>
</tbody>
</table>

**Diagnostic & Preventive Services** (see pages 4 & 5 for a complete listing) do not apply to the child’s yearly maximum benefit; all “Limitations” and “Exclusions” of such services are in full effect and may be found on pages 6-9 of this booklet.

**Deductible**

Deductible per Person $0

**Cost Sharing**

Cost Sharing is the amount of covered dental expenses which the parent/guardian pays before the dental benefits are payable. The amount paid is based on your eligibility income. The cost sharing plan that you are assigned to will be listed on your Delta Dental ID Card.

**Kid Care CHIP Plan A:**

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost Sharing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diagnostic &amp; Preventive Services</td>
<td>No Cost Sharing Required ($0)</td>
</tr>
<tr>
<td>Basic Services</td>
<td>No Cost Sharing Required ($0)</td>
</tr>
<tr>
<td>Medically Necessary Orthodontic Services*</td>
<td>No Cost Sharing Required ($0)</td>
</tr>
</tbody>
</table>
Kid Care CHIP Plan B:
Diagnostic & Preventive Services: No Cost Sharing Required ($0)
Basic Services: $5 per visit/$15 maximum per benefit year
Medically Necessary Orthodontic Services*: $5 per visit/$15 maximum per benefit year

Kid Care CHIP Plan C:
Diagnostic & Preventive Services: No Cost Sharing Required ($0)
Basic Services: $25 per visit/$75 maximum per benefit year
Medically Necessary Orthodontic Services*: $25 per visit/$75 maximum per benefit year

*Must meet specific criteria and be determined eligible by the Delta Dental Orthodontic Consultant. Cost sharing for Medically Necessary Orthodontic Services is separate from the cost sharing on Basic Services.

Benefit Year
The Kid Care CHIP Benefit Year is from January to December of each year. The Benefit Year may be different than your child’s eligibility year as it depends upon when your child was enrolled in Kid Care CHIP. All cost sharing and benefit maximums are based on the benefit year.

Maximum Benefit
Maximum Benefit is the total dollar amount ($1,000.00) that the Plan will pay for services rendered during any one year and applies to each covered participant per Benefit Year. Diagnostic and Preventive services do not apply towards the annual maximum benefit.

Payment Procedures
A. Delta Dental will pay the Kid Care CHIP program Participating Dentist’s standard fees up to the Kid Care CHIP maximum plan allowance percentile as determined by Delta Dental or the fees actually charged, whichever is less.
B. Delta Dental will not pay for any services rendered by a non-Participating Dentist, unless the services are provided in an emergency situation.
C. Delta Dental will not pay for any services rendered by a dentist in another state, unless they participate with the Wyoming Kid Care CHIP program or the services are provided in an emergency situation.
D. Delta Dental of Wyoming will not pay for any services that are not authorized by the Kid Care CHIP program. In the event that a parent/guardian agrees to a non-covered service, the parent/guardian is responsible for payment in full (for the cost of all non-covered services) to the dental provider.

COVERED DENTAL SERVICES
Delta Dental will cover the following services when they are rendered by a licensed Kid Care CHIP Participating Dentist and when necessary and customary, as determined by the standards of generally accepted dental practice:

I. Diagnostic & Preventive Services (these services do not apply to the yearly maximum benefit)
   A. Diagnostic: The necessary procedures to assist the Dentist in evaluating the existing conditions to determine the required dental treatment. These services (subject to "Limitations" and "Exclusions" hereafter) include:
• Exams - a benefit once every six (6) months, not to exceed two (2) in a benefit year.
• Bitewing x-rays - a benefit once every six (6) months, not to exceed two (2) in a benefit year.
• Full mouth x-rays - a benefit once every thirty-six (36) months.

B. Preventive: The necessary procedures to prevent the occurrence of oral disease. These services (subject to "Limitations" and "Exclusions" hereafter) include:
• Prophylaxis (cleaning) - a benefit once every six (6) months, not to exceed two (2) in a benefit year.
• Topical Fluoride Application - a benefit once every six (6) months, not to exceed two (2) in a benefit year.
• Space maintainers to maintain space of primary (baby) teeth.
• Sealants on posterior (back) permanent teeth are a benefit once in a two (2) year period; the teeth must be without caries or restorations, with the occlusal surface intact.

II. Basic Services (subject to cost sharing)

A. Basic Services (subject to "Limitations" and "Exclusions" hereafter) consist of the following:
• Simple extractions (pulling of teeth).
• Emergency treatment for relief of pain.
• Amalgam restorations (silver fillings) on posterior (back) teeth and Synthetic restorations (white fillings) on anterior (front) teeth.
• Sedation for children up to the age of 8 years old.
• Full mouth debridement for children age 13-18 years old.
• Pulpotomy (children’s root canals) and root canals for children age 13-18 years old.
• Stainless steel crowns, prefabricated resin crowns and stainless steel crowns with resin window.
• Gold or porcelain crowns for children age 16-18 years old.
• Partial dentures for children age 16-18 years old missing anterior (front teeth).
• Other services deemed medically necessary (as determined by the Dental Consultant at Delta Dental of Wyoming).

III. Medically Necessary Orthodontic Services (subject to cost sharing)

This benefit is only available to children who meet specific criteria and who are found eligible by the Delta Dental Orthodontic Consultant. Cost sharing for Medically Necessary Orthodontic Services is separate from the cost sharing for basic services.
LIMITATIONS
The benefits as outlined in all Plans are subject to the following limitations:

A. Diagnostic: Exams and bitewing x-rays are a benefit once in a six (6) month period (not to exceed two (2) in a benefit year). Full mouth x-rays are a benefit once in a thirty-six (36) month period.

B. Preventive: Prophylaxis (cleanings) are a benefit once in a six (6) month period, not to exceed two (2) in a benefit year. Topical fluoride applications are a benefit once in a six (6) month period, not to exceed two (2) in a benefit year. Space maintainers are a benefit only to maintain space of primary (baby) teeth. Sealants on posterior (back) permanent teeth are a benefit once in a two (2) year period. Teeth must be without caries or restorations, with the occlusal surface intact.

C. Restorative: Synthetic restorations (white fillings) on posterior (back) teeth are not a benefit. If a participant receives a synthetic restoration (white filling) on a posterior (back) tooth, Delta Dental will pay only the amount that an amalgam restoration (silver filling) would have cost on that same tooth.

D. Optional services: In all cases in which the parent/guardian selects a more expensive plan of treatment than is customarily provided, Delta Dental will pay the applicable percentage of the lesser fee. The parent/guardian is responsible for the remainder of the dentist’s fee. In the event the treatment of choice is NOT a benefit of the plan, the parent/guardian is responsible for the dentist’s fee.

EXCLUSIONS
The Kid Care CHIP program does not provide benefits for dental treatment listed in this section.

The limitations and exclusions listed in this policy apply to all covered services described in this benefit document. Benefits will not be provided for any service not specifically listed as a covered service or will be limited as indicated. Call Delta Dental at 1-800-735-3379 if you are unsure if a certain service is covered.

A. Absence of coverage - Dental procedures, services, treatment and supplies for which the Covered Person would have no obligation to pay in the absence of this or any similar coverage.

B. Allergies - The program does not provide coverage for restorations or procedures necessary due to allergies or allergic reaction to dental treatment materials such as allergies to metals or mercury.

C. Bridges - The program does not provide coverage for bridges.

D. Broken appointments - The program does not provide coverage for any fees charged by a dental office because of broken appointments.

E. Cleaning of prosthetic appliance - The program does not provide coverage for the cost of cleaning removable partials or dentures.

F. Charges for consultation- The program does not provide coverage for consultations.

G. Completion of forms - The program does not provide coverage for any charges to complete forms.

H. Complete occlusal adjustment - The program does not provide coverage for services or supplies used for revision or alteration of the functional relationships between upper and lower teeth.
I. Complications of a non-covered procedure - The program does not provide coverage for complications of a non-covered procedure.

J. Comprehensive Services - The program does not provide coverage for when two or more services are submitted and the services are considered part of the same service, Delta Dental will pay the most comprehensive service (the service that includes the other non-benefited service) as determined by Delta Dental.

K. Congenital deformities - The program does not provide coverage for services or supplies to correct congenital deformities, such as a cleft palate unless approved under the medically necessary orthodontic program.

L. Controlled release device - The program does not provide coverage for services or supplies used for the controlled release of therapeutic agents into diseased crevices around your teeth.

M. Coverage commencing before the date the dental coverage starts - The program does not provide coverage for services commencing before the date the dental coverage starts (unless approved by the Kid Care CHIP program).

N. Crowns, appliance and restorations - The program does not provide coverage for crowns that are not meant to restore form and function of a tooth, including crowns placed for the primary purpose of periodontal splinting, cosmetics, altering vertical dimension, restoring your bite (occlusion), or restoring a tooth due to allergies, attrition, abrasion, erosion and abfraction. Crowns placed on anterior teeth for endodontic purposes only are not a covered benefit.

O. Desensitization materials - The program does not provide coverage for desensitization materials or their application.

P. Diet planning - The program does not provide coverage for diet planning or training in oral hygiene or preventive care.

Q. Drugs - The program does not provide coverage for prescription, non-prescription drugs, medicines or therapeutic drug injections.

R. Duplicate dentures - The program does not provide coverage for any charges for the duplication of dentures.

S. Duplication of dental records - The program does not provide coverage for any charges for the duplication of dental records.

T. Experimental or investigative - The program does not provide coverage for services or supplies that are considered experimental, investigative or have a poor prognosis. Peer reviewed outcomes data from clinical trial, Food and Drug Administration regulatory status, and established governmental and professional guidelines will be used in this determination.

U. General or cosmetic orthodontic services - The program does not provide coverage for general or Cosmetic Orthodontic services.

V. Hospital - The program does not provide coverage for charges for hospital services.

W. Hypnosis - The program does not provide coverage for hypnosis.

X. Implants - The program does not provide coverage for implants or standard appliances, either fixed or removable.

Y. Incomplete services - The program does not provide coverage for dental services that have not been completed.

Z. Indirect pulp caps - The program does not provide coverage for indirect pulp caps.
AA. Infection control - The program does not provide coverage for separate charges for “infection control,” which includes the costs for services and supplies associated with sterilization procedures. Participating dentists incorporate these costs into their normal fees and will not charge an additional fee for “infection control.”

BB. Injuries - The program does not provide coverage for dental procedures, services, treatment and supplies to treat injuries or diseases caused by riots or any form of civil disobedience, injuries sustained while committing a felony or engaging in an illegal occupation or injuries that are intentionally inflicted.

CC. Lost or stolen appliances - The program does not provide coverage for services or supplies required to replace a lost or stolen dental appliance or charges for duplicate dentures.

DD. Malformation - The program does not provide coverage for dental or surgical procedures performed to correct developmental malformation, acquired malformation or for cosmetic reasons.

EE. Medical or health plan - The program does not provide coverage for dental procedures, services, treatment or supplies for which benefit is provided by a medical or health plan.

FF. Medical services or supplies - The program does not provide coverage for services or supplies which are medical in nature, including but not limited to dental services performed in a hospital, surgical treatment centers, treatment of fractures and dislocations, treatment of cysts and malignancies, and accidental injuries or treatment rendered other than by a licensed dentist.

GG. Motor vehicle injury - The program does not provide coverage for dental procedures, services, treatment and supplies for injuries resulting from the maintenance or use of a motor vehicle if such treatment or service is paid or payable under a plan or policy of motor vehicle insurance, including a certified self-insurance plan.

HH. Night guard/occlusal guards/athletic guards - The program does not provide coverage for appliances for bruxism, grinding or clenching of teeth.

II. Not dentally necessary - The program does not provide coverage for dental procedures, services, treatment and supplies which are not dentally necessary or which do not meet generally accepted standards of dental practice.

JJ. Oral hygiene instruction - The program does not provide coverage for plaque control programs, oral hygiene instruction and dietary instructions.

KK. Periodontal services – The program does not provide coverage for periodontal services.

LL. Periodontal splinting - The program does not provide coverage for services or supplies used for the primary purpose of reducing tooth mobility, including crown-type restorations.

MM. Pre-diagnostic services - The program does not provide coverage for pre-diagnostic services, oral pathology laboratory procedures, and diagnostic tests and examinations other than pulp vitality tests.

NN. Pre-medication, analgesia, relative analgesia or general anesthesia – The program does not provide coverage for pre-medication, analgesia or general anesthesia.

OO. Preventive control programs - The program does not provide coverage for preventive control programs.

PP. Prosthesis - The program does not provide coverage for the replacement of a prosthesis which, in the Dental Consultants opinion, can be repaired or does not need repair. The replacement of a prosthesis within 5 years after it was first placed, except when the replacement is: (1) made necessary by the extraction of a functioning natural tooth which is replaced while covered under the policy and when the existing prosthesis cannot be made serviceable; or (2) for full or
partial dentures which, while in the mouth, have been damaged beyond repair as a result of injury occurring while covered.

QQ. Provisional (temporary) crowns, bridges or dentures - The program does not provide coverage for services or supplies for provisional crowns, bridges or dentures.

RR. Sealants for primary teeth, wisdom teeth, or restored teeth - The program does not provide coverage for sealants for primary teeth, wisdom teeth, or teeth that have already been treated with a restoration. Coverage only applies to 1st and 2nd permanent molars, non-decayed, non-restored.

SS. Services in excess - The program does not provide coverage for any limitation specified in the list of "Covered Dental Services" on pages 4 & 5.

TT. Services provided in other than office setting - The program does not provide coverage for services provided in other than a dental office setting. This includes, but is not limited to, any hospital or surgical/treatment facility. This is limited to dentist's fees, no facility charges are allowed.

UU. Specialized services - The program does not provide coverage for specialized, personalized, elective materials and techniques or technology which are not reasonably necessary for the diagnosis or treatment of dental disease or dysfunction. Specialized services represent enhancements to other services and are considered optional. Includes, but not limited to, copings and precision attachments.

VV. Surgical extractions; or surgical procedures involved in the removal of teeth - The program does not provide coverage for services associated with surgical extractions or surgical procedures involved in the removal of teeth (unless determined medically necessary by the Dental Consultant at Delta Dental).

WW. Temporary or interim procedures - The program does not provide coverage for temporary or interim procedures.

XX. Termination - The program does not provide coverage for treatment received after your coverage termination date regardless of whether we have approved a treatment plan.

YY. Temporomandibular joint (TMJ) dysfunction – The program does not provide coverage for expenses incurred for diagnostic x-rays, appliances, restorations or surgery in connection with temporomandibular joint dysfunction or myofunctional therapy.

ZZ. Timely filing - Delta Dental shall not be obligated to pay claims submitted more than twelve (12) months after the date of the service.

AAA. Tooth colored fillings - The program does not provide coverage for composite/resin restorations on the back teeth (posterior teeth). When composite/resin restorations are done on the back teeth (posterior teeth) they are considered optional services. Coverage will be made for a corresponding amalgam (silver) restoration.

BBB. Treatment by other than a licensed dentist - The program does not provide coverage for services or treatment performed by other than a licensed dentist or his or her employees.

CCC. Other - The program does not provide coverage for any procedure which: (1) is for the purpose of changing vertical dimension; or (2) relates to bite registration, bite analysis, or the correction of the bite; or (3) is for replacing tooth structure lost as a result of abrasion or attrition; or (4) is for equilibration or restorations for malalignment of the teeth; or (5) gnathologic recordings.
COORDINATION OF BENEFITS

It is not intended that anyone receive benefits greater than the actual expenses incurred. Benefits payable by this Plan and any other group dental or medical plan will be coordinated so that the total benefits allowed will not exceed 100% of the covered dental expenses. In no event will payment under this Plan exceed the amount which would have been allowed if no other plan(s) were involved. All benefits provided herein are subject to this provision.

THE IMPORTANCE OF PREDETERMINATION OR PREAUTHORIZATION OF COSTS

Predetermination or preauthorization of benefits is recommended for all dental care in the amount of $250 or more.

Predetermination or preauthorization (submission of a treatment form in advance of performing services) removes the guesswork in determining what the Program will pay for the services, and thereby eliminates possible confusion and misunderstanding between the dentist and the patient.

Details involving excluded procedures, limitations or maximums related to the program are clarified by predetermination or preauthorization and prescribed services covered under the terms of the program are known in advance of treatment.

This permits both participant and dentist to be aware of their responsibilities with respect to payment for services prior to the start of treatment.

Predetermination or preauthorization does not guarantee payment. Estimated Delta Dental payment is based on each patient’s current eligibility and contract benefits. Submission of other claims or changes in eligibility or the contract may alter the final payment amount.

QUALITY DENTAL CARE

The Kid Care CHIP program recognizes the right of each family to select a dentist of his or her own choosing. Neither Kid Care CHIP nor Delta Dental assumes any responsibility for the selection of dentists or for the quality of care by such dentists.

QUESTIONS OR CONCERNS

Delta Dental will, in conjunction with a proper review committee, research the circumstances surrounding your concern and make a written reply to you.

Participants who have questions relating to eligibility or benefits are requested to contact Delta Dental by phone or in writing. Concerns should be submitted in written form to the Provider Relations Department.

Delta Dental of Wyoming
Provider Relations Department
6234 Yellowstone Rd
Cheyenne, WY 82009

CLAIMS INQUIRY

A toll-free number is available for your use in calling Delta Dental from locations outside the Cheyenne area to inquire about claims or a specific doctor’s membership status. This number is 1-800-735-3379. Cheyenne area calls should be made to 307-632-3313. Our hours of operation are Monday - Friday 8:00 a.m. to 5:00 p.m.
NOTICE OF PRIVACY PRACTICES

This section describes how health information about you may be used and disclosed and how you can get access to this information. Please review it carefully. The privacy of your health information is important to us.

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

We follow the privacy practices described in this notice and federal and state privacy requirements that apply to our administration of your benefits. Delta Dental reserves the right to change our privacy practice effective for all PHI maintained. We will update this notice if there are material changes and redistribute it to you within 60 days of the change to our practices. We will also promptly post a revised notice on our website.

A copy may be requested anytime by contacting the address or phone number at the end of this notice. You should receive a copy of this notice at the time of enrollment in a Delta Dental program and will be informed on how to obtain a copy at least every three years.

Permitted uses and disclosures of your PHI

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

Some examples of disclosure and use for treatment, payment or operations include: processing your claims, collecting enrollment information and premiums, reviewing the quality of health care you receive, providing customer service, resolving your grievances, and sharing payment information with other insurers. Some other examples are:

- Uses and/or disclosures of PHI in facilitating treatment. For example, Delta Dental may use or disclose your PHI to determine eligibility for services requested by your provider.

- Uses and/or disclosures of PHI for payment. For example, Delta Dental may use and disclose your PHI to bill you or your plan sponsor.

- Uses and/or disclosures of PHI for health care operations. For example, Delta Dental may use and disclose your PHI to review the quality of care provided by our network of providers.

Other permitted uses and disclosures without an authorization
We are permitted to disclose your PHI upon your request or to your authorized personal representative (with certain exceptions) when required by the U. S. Secretary of Health and Human Services to investigate or determine our compliance with law, and when otherwise required by law. Delta Dental may disclose your PHI without your prior authorization in response to the following:
• Court order;
• Order of a board, commission, or administrative agency for purposes of adjudication pursuant to its lawful authority;
• Subpoena in a civil action;
• Investigative subpoena of a government board, commission, or agency;
• Subpoena in an arbitration;
• Law enforcement search warrant; or
• Coroner’s request during investigations.

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

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

Your rights regarding PHI

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

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

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

You have the right to correct or update your PHI.
You may request to make an amendment of PHI we maintain about you. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal. If your PHI was sent to us by another, we may refer you to that person to amend your PHI.

For example, we may refer you to your dentist to amend your treatment chart or to your employer, if applicable, to amend your enrollment information. Please contact our privacy officer as noted at the end of this notice if you have questions about amending your PHI.

You have the right to opt-out of Delta Dental using your PHI for fundraising and marketing.
Delta Dental does not use your PHI for either marketing or fundraising purposes. If we change our
practice, we must give you the opportunity to opt-out. We may send you newsletters or information regarding your dental program.

**You have the right to request or receive confidential communications from us by alternative means or at a different address.**
Alternate or confidential communication is available if disclosure of your PHI to the address on file could endanger you. You may be required to provide us with a statement of possible danger, as well as specify a different address or another method of contact. Please make this request in writing to the address noted at the end of this notice.

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

Please contact us at the number at the end of this notice if you would like to receive an accounting of disclosures or if you have questions about this right.

**You have the right to get this notice by e-mail.**
A copy of this notice is posted on the Delta Dental website. You may also request an email copy or paper copy of this notice by calling our Customer Service department at 1-800-735-3379.

**You have the right to be notified following a breach of unsecured protected health information.**
Delta Dental will notify you in writing, at the address on file, if we discover we compromised the privacy of your PHI.

**The following is included in this document as per Section 1557 of the Affordable Care Act (ACA):**

**Notice of Non-Discrimination**

Delta Dental of Wyoming (DDWY) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. DDWY does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

DDWY:

Provides free aids and services to people with disabilities to communicate effectively with us, such as:
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

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, contact the DDWY Compliance Department at 800-735-3379.
Language Assistance Services

ATTENTION: If you speak any of the languages below, language assistance services, free of charge, may be available to you. Contact 800-735-3379 or 307-632-3313.

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 800-735-3379 or 307-632-3313.


ATTENTION: Si vous parlez français, des services d’aide linguistique vous sont proposés gratuitement. Appelez le 800-735-3379 or 307-632-3313.

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 800-735-3379 or 307-632-3313.

注意事項：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 800-735-3379 or 307-632-3313。

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 800-735-3379 or 307-632-3313.

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 800-735-3379 or 307-632-3313번으로 전화해 주십시오。

ATTENZIONE: In caso la lingua parlata sia l’italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 800-735-3379 or 307-632-3313.

PERHATIAN: Jika Anda berbicara dalam Bahasa Indonesia, layanan bantuan bahasa akan tersedia secara gratis. Hubungi 800-735-3379 or 307-632-3313.