

**Dental Benefits Booklet
for
Kid Care CHIP Program Participants**



Esta folleto es tambien disponible en Español en la siguiente oficina

Dental Insurance Provided by:



Welcome

Kid Care CHIP is a public-private partnership between Delta Dental of Wyoming, Blue Cross Blue Shield of Wyoming and the State of Wyoming, Department of Health.

Kid Care CHIP provides health, dental and vision insurance for Wyoming children who qualify through the Department of Health and have no other insurance. Delta Dental of Wyoming will be providing your child's dental benefits.

Kid Care CHIP is designed to provide complete health and dental care including Early and Periodic Screening, Diagnosis and Treatment (EPSDT) as recommended by the American Academy of Pediatrics and Bright Futures in the most appropriate and cost-effective setting. The program was made to keep your child healthy, and not just to treat illnesses.

Important Phone Numbers

My Child's Dentist: _____

Delta Dental of Wyoming

Customer Service: 800-735-3379 or 307-632-3313

Kid Care CHIP Eligibility Questions: 855-294-2127

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Important Information:

Benefit Year: Kid Care CHIP's benefit year is from January 1st to December 31st 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.

Coverage after Termination: If a child's coverage ends 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).

Dental Insurance Cards: Your child's dental insurance card will come from Delta Dental of Wyoming. The card will be in your Delta Dental envelope that is part of your child's complete enrollment packet from Blue Cross Blue Shield. You should give this dental card to your child's dental office when you take them for dental care. If you change Kid Care CHIP plans, you will receive a new dental insurance card.

EPSDT: The Early and Periodic Screening, Diagnostic and Treatment (EPSDT) benefit provides comprehensive and preventive health and dental care services for children who are enrolled in Kid Care CHIP. EPSDT is key to ensuring that children and adolescents receive appropriate preventive, dental, mental health, and developmental, and specialty services.

EPSDT Screenings include: Dental Services, Lab tests, Lead toxicity screening, Vision services, Hearing services, Health education.

More information on screenings may be found at www.brightfutures.org.

Managed Care: Delta Dental of Wyoming and BCBSWY comply with federal guidelines for Managed Care. Managed Care is a health care system that manages cost, utilization and quality of healthcare services. The goals of managed care include keeping children healthier and improving the quality of health and dental care they receive. The services are provided to help keep your child healthy, not only to treat illnesses. Services like Early and Periodic, Screening, Treatment and Development (EPSDT) make sure any health or dental problems are identified and treated as early as possible so that children live their healthiest lives.

Provider Network: You must select a Kid Care CHIP network dentist for your child to visit. To find out if a dentist is a Kid Care CHIP network dentist you can call Delta Dental of Wyoming for a list of dentists or you can call your dentist to ask if they are a participating dentist. You can also visit the Kid Care CHIP website at www.health.wyo.gov/CHIP or the Insure Kids Now website at www.insurekidsnow.gov for a list of network providers.

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

Out of State Dentists: 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.

What to do at your child’s first visit:

At your child’s first appointment, let your dentist know that you are covered by Delta Dental under the Kid Care CHIP program and give the dentist your Delta Dental identification card. Kid Care CHIP program will help pay for the cost of needed dental care for your child, however, Kid Care CHIP does not pay for every dental procedure that may be needed.

Delta Dental of Wyoming will not pay for any services that are not allowed by the Kid Care CHIP program. If a parent/guardian agrees to a non-covered service, the parent/guardian is responsible for paying the cost of all non-covered services to the dental provider.

Benefit Information

<u>Benefits</u>	<u>Amount Covered</u>
Diagnostic and Preventive Services:	100%
Basic Services:	100% (after annual cost sharing maximum is met)
Medically Necessary Orthodontic Services (<i>must be preauthorized/preapproved</i>)	100% (after annual cost sharing maximum is met)
Maximum Benefit per Child per Benefit Year:	\$1,000.00*

***Additional coverage may be available if determined to be medically necessary. Approval is needed prior to receiving additional services.**

Diagnostic & Preventive Services (see page 6 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 9-14 of this booklet.

Cost Sharing

Cost Sharing is the amount that the parent/guardian pays before Delta Dental will

pay for dental benefits.

Deductible per child: \$0

Kid Care CHIP will assign each family to a cost sharing plan. The cost sharing plan that you are assigned to will be listed on your Delta Dental ID Card.

Kid Care CHIP Plan A:

Diagnostic & Preventive Services:	No Cost Sharing Required
Basic Services:	No Cost Sharing Required
Medically Necessary	No Cost Sharing Required
Orthodontic Services*:	

Kid Care CHIP Plan B:

Diagnostic & Preventive Services:	No Cost Sharing Required
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

***Medically Necessary Orthodontic Services: Must meet specific criteria and be determined eligible by Delta Dental of Wyoming.**

Cost sharing for Medically Necessary Orthodontic Services is separate from the cost sharing on Basic Services.

Covered Dental Benefits

Delta Dental will cover the following benefits when they are completed by a licensed Kid Care CHIP network Dentist and when necessary and customary, as determined by the standards of generally accepted dental practice.

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.

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

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 Delta Dental of Wyoming. Cost sharing for Medically Necessary Orthodontic Services is separate from the cost sharing for basic services.

EPSDT services/Periodicity Schedule – These services include procedures that your dental office can include in each of your visits.

	6-12 months	12-24 months	2-6 years	6-12 years	12 years and older
Clinical oral examination	√	√	√	√	√
Assess oral growth and development	√	√	√	√	√
Caries-risk assessment	√	√	√	√	√
Radiographic Assessment	√	√	√	√	√
Prophylaxis and topical fluoride	√	√	√	√	√
Fluoride Supplementation	√	√	√	√	√
Anticipatory guidance/counseling	√	√	√	√	√
Oral hygiene counseling	Parent	Parent	Parent/Patient	Parent/Patient	Patient
Dietary counseling	√	√	√	√	√
Injury prevention counseling	√	√	√	√	√
Counseling for non-nutritive habits	√	√	√	√	√
Counseling for speech/language development	√	√	√		
Assessment & treatment of developing malocclusion			√	√	√
Assessment for sealants			√	√	√
Substance abuse counseling				√	√
Counseling for intraoral/perioral piercing				√	√
Assessment and/or removal of 3 rd molars					√
Transition to adult dental care					√

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 (What's not covered)

The Kid Care CHIP program does not provide benefits for dental treatment listed in this section. **Certain services related to EPSDT screenings may be covered and may not be subject to limitations based on the diagnosis and if the treatment is medically necessary.**

- 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. Completion of forms - The program does not provide coverage for any charges to complete forms.
- G. 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.
- H. Complications of a non-covered procedure - The program does not provide coverage for complications of a non-covered procedure.
- I. 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.
- J. 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.
- K. 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.
- L. 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).
- M. 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.
- N. Desensitization materials - The program does not provide coverage for desensitization materials or their application.

- O. Drugs - The program does not provide coverage for prescription, non-prescription drugs, medicines or therapeutic drug injections.
- P. Duplicate dentures - The program does not provide coverage for any charges for the duplication of dentures.
- Q. Duplication of dental records - The program does not provide coverage for any charges for the duplication of dental records.
- R. 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.
- S. General or cosmetic orthodontic services - The program does not provide coverage for general or Cosmetic Orthodontic services.
- T. Hospital - The program does not provide coverage for charges for hospital services.
- U. Hypnosis - The program does not provide coverage for hypnosis.
- V. Implants - The program does not provide coverage for implants or standard appliances, either fixed or removable.
- W. Incomplete services - The program does not provide coverage for dental services that have not been completed.
- X. Indirect pulp caps - The program does not provide coverage for indirect pulp caps.
- Y. 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*."
- Z. 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.
- AA. 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.

- BB. Malformation - The program does not provide coverage for dental or surgical procedures performed to correct developmental malformation, acquired malformation or for cosmetic reasons.
- CC. 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.
- DD. 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.
- EE. 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.
- FF. Night guard/occlusal guards/athletic guards - The program does not provide coverage for appliances for bruxism, grinding or clenching of teeth.
- GG. 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.
- HH. Periodontal services - The program does not provide coverage for periodontal services.
- II. 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.
- JJ. 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.
- KK. Pre-medication, analgesia, relative analgesia or general anesthesia - The program does not provide coverage for pre-medication, analgesia or general anesthesia.
- LL. Preventive control programs - The program does not provide coverage for preventive control programs.

- MM. 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 because of injury occurring while covered.
- NN. Provisional (temporary) crowns, bridges or dentures - The program does not provide coverage for services or supplies for provisional crowns, bridges or dentures.
- OO. 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.
- PP. Services in excess - The program does not provide coverage for any limitation specified in the list of "Covered Dental Services" on pages 4 & 5.
- QQ. 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.
- RR. 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.
- SS. Surgical extractions; or surgical procedures involved in the removal of teeth - The program does not provide coverage for surgical extractions or surgical procedures involved in the removal of teeth (unless determined medically necessary by the Dental Consultant at Delta Dental).
- TT. Temporary or interim procedures - The program does not provide coverage for temporary or interim procedures.
- UU. Termination - The program does not provide coverage for treatment received after your coverage termination date regardless of whether we have approved a treatment plan.
- VV. 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.

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

XX. 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.

YY. 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.

ZZ. 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.

Preauthorization of Benefits

A preauthorization of benefits tells you and your dentist what is covered and how much will be paid on your treatment plan. It also determines that services are dentally necessary and appropriate.

When to submit a treatment plan

After an examination, your dentist may recommend a treatment plan. If the plan involves crown(s), bridgework, dentures, or implants costing over \$250 ask your dentist to send the treatment plan with x-rays to Delta Dental. If your dentist is a non-participating dentist, you will need to send the treatment plan, x-rays and supporting information to the address below. Delta Dental will determine benefit coverage, what portion of the cost we will pay and what portion you will be responsible for. You and your dentist will receive a preauthorization of benefits form with this information on it. The preauthorization of benefits is valid for 120 days from the date issued, if you are still covered by your dental plan. Before you

schedule dental appointments, you and your dentist should discuss the amount to be paid by Delta Dental and your financial obligation for the proposed treatment.

Preauthorization of Benefits
Delta Dental of Wyoming
PO Box 29
Cheyenne, WY 82003

The treatment plan review

Once we receive the treatment plan and proper documentation, we will let your dentist know if the treatment plan is approved. We will take one of the following actions:

- accept it as submitted.
- recommend an alternative benefit.
- deny the treatment plan because:
 - the procedure is not a benefit under your policy;
 - you did not receive an evaluation after we asked you to; or
 - the procedure is not dentally necessary and appropriate.
 - you are no longer eligible for the services.

Appeal

If we deny a treatment plan, you or your dentist can resubmit it with additional documentation and ask us, in writing, to reconsider. If necessary, we will ask you to get an evaluation from another dentist. We will pay for the evaluation.

Grievance Procedures

Delta Dental will attempt to resolve the grievance or benefits determination appeal through informal discussions, consultations or conferences and internal reviews (for medically/dentally necessary services). Delta Dental has a multi-step appeals process that includes up to two internal reviews and an external review of disputed claims. In the event that the grievance or appeal remains unresolved, the subscriber or covered dependent, or his/her representative has the right to request an external review (for medically/dentally necessary claims) or to appear before Delta Dental's Dental Care and Professional Review Committee to present written or oral information and to question the committee.

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 Delta Dental of Wyoming nor Kid Care CHIP assumes any responsibility for the selection of dentists or for the quality of care by such dentists.

Questions or Concerns

If you have any questions or concerns regarding your child's dental benefits, please

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

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 800-735-3379. Cheyenne area calls should be made to 307-632-3313. Our hours of operation are Monday through 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 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.

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 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.

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 800-735-3379 or 307-632-3313.

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。800-735-3379 or 307-632-3313 まで、お電話にてご連絡ください。

D77 baa ak0 n7n7zin: D77 saad bee y1n7[ti'go **Diné Bizaad**, saad bee 1k1'1n7da'1wo'd66', t'11 jiiik'eh, 47 n1 h0l=, koj8' h0d77lnih 800-735-3379 or 307-632-3313

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 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 307-632-3313 번으로 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.

ध्यान दनुहोसः तपाइ ले नेपाल बोल्लहन्छ भन तपाइ को निम्त भाषा सहायता सवाहरू नःशल्क रूपमा उपलब्ध छ । फोन गनुहोसर् 800-735-3379 or 307-632-3313।

યુના: જો તમે જરાતી બોલતા હો, તો િન:લ્કુ ભાષા સહાય સેવાઓ તમારા માટ ઉપલબ્ધ છ. ફોન કરો 800-735-3379 or 307-632-3313.

يارب ناگيار تروصبى نابز تلاتسهيد ، دينك مى وگگفت سى رفا نابز به رگا :جه وت شما با .دشاب مى مهارف 307-632-3313 or ديرىگب ساتم 800-735-3379.