



CERTIFICATES OF INSURANCE

# FCL ORAQUEST DENTAL HMO

Access Your Member Portal  
<https://members.ubaapplication.com>  
for Claim Forms, ID Cards and more.



CERTIFICATES OF INSURANCE  
INCLUDED IN THIS PDF

	PAGE #S	GROUP CERTIFICATES OF INSURANCE
	02-15	Group Dental Insurance Certificates of Insurance underwritten by: First Continental Life & Accident Insurance Company



READ CAREFULLY FOR ALL LIMITATIONS, EXCLUSIONS, AGE LIMITS, DEFINITIONS AND SCHEDULE OF BENEFITS.  
CALL **866-438-4274** WITH ANY QUESTIONS.

**CERTIFICATE OF COVERAGE**

**OraQuest Dental Plans**

101 Parklane Blvd. Ste. 301  
Sugar Land, Texas 77478  
(281) 313-7170  
(800) 660-6064

This Certificate of Coverage is intended for your information and is included as a part of the Contract between OraQuest and you (collectively, the "Individual Contract"). Please read the following information so you will know how to obtain dental care.

**NOTICE: IF YOU OR YOUR FAMILY MEMBERS ARE COVERED BY MORE THAN ONE DENTAL HEALTH CARE PLAN, YOU MAY NOT BE ABLE TO COLLECT BENEFITS FROM BOTH PLANS. EACH PLAN MAY REQUIRE YOU TO FOLLOW ITS RULES OR USE SPECIFIC DENTISTS AND IT MAY BE IMPOSSIBLE TO COMPLY WITH BOTH PLANS AT THE SAME TIME. READ ALL THE RULES CAREFULLY, IN BOTH PLANS.**

**READ YOUR CONTRACT CAREFULLY-** It contains important information regarding treatment for emergencies and the OraQuest Complaint and Appeal Procedures.

If you have a hearing or speech disability, please use your Telecommunications Relay Service to contact us. This service makes it easier for people who have hearing or speech disabilities to communicate with people who do not. Check your local telephone directory for your Relay Service's phone number.

## **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call OraQuest Dental Plans toll-free telephone number for information or to make a complaint at:

(800) 660-6064

You may write to:

101 Parklane Blvd. Ste. 301  
Sugar Land, TX 77478

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

(800) 252-3439

You may write the Texas Department of Insurance:

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

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your Premium or about a claim you should contact OraQuest first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

## **ADVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis OraQuest Dental Plans para informacion o para someter una queja al:

(800) 660-6064

Usted tambien puede escribir a:

101 Parklane Blvd. Ste. 301  
Sugar Land, TX 77478

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

(800) 252-3439

Puede escribir al Departamento de Seguros deTexas:

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

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con OraQuest primero. So no se resuleve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

## **TABLE OF CONTENTS**

- I. DEFINITIONS**
- II. PREMIUM AND ELIGIBILITY**
- III. PLAN BENEFITS**
- IV. SELECTION OF PROVIDER**
- V. EMERGENCY SERVICES**
- VI. COMPLAINT RESOLUTION PROCEDURES**
- VII. PLAN ADMINISTRATION**
- VIII. GENERAL PROVISIONS**
- IX. SCHEDULE OF BENEFITS**

**CERTIFICATE OF COVERAGE**  
**ORAQUEST DENTAL PLANS**  
**GROUP PLAN**

**I. CONTRACT PROVISIONS**

- 1.1 This Certificate of Coverage, together with the Group Dental Service Agreement, Application for Group Dental Service, Agreement Group Participant Enrollment Form, Schedule of Benefits and any applicable Dentist Directory or other documents constitutes the entire agreement of the parties.
- 1.2 There are no oral representations or agreements not embodied in this Contract.
- 1.3 This Contract may only be amended or modified in writing executed by the Organizations and authorized officer of OraQuest.
- 1.4 This Contract may be terminated by Organization with 60-days notice prior to renewal date.
- 1.5 Coverage may be cancelled by the Group in the case of a material change by the HMO to any provision required to be disclosed to the Group, the Contract may be cancelled after not less than 30 days written notice to the HMO.

**II. DEFINITIONS**

- 2.1 **ACT** shall mean the Texas Health Maintenance Organization Act (Tex. Ins. Code Chapter 20A) and the applicable rules and regulations promulgated under pursuant thereto.
- 2.2 **AGREEMENT** shall mean the Group Dental Service Agreement issued to the Organization by ORAQUEST and shall include all forms in Paragraph 1.1 of this document.
- 2.3 **APPLICATION** shall mean the Application for Group Dental Service Agreement.
- 2.4 **ELIGIBLE DEPENDENT**
  - a. the lawful spouse of any Enrolled Subscriber, and
  - b. natural children, adopted children, stepchildren, foster children, and grandchildren, any of whom are under age 25, who are unmarried, and who are chiefly dependent on an Enrolled Subscriber for support and live or work in the Service Area with either the Eligible Subscriber or spouse of Eligible Subscriber, or who live anywhere in the United States and whose coverage under a plan is required by court order.

Dependents shall be eligible for coverage on the day the Eligible Subscriber becomes a Member or on the day the Enrolled Subscriber acquires legal responsibility for such Dependent(s), whichever is later.

Coverage shall not terminate while a dependent child is and continues to be (1) incapable of self-sustaining employment by reason of physical or mental handicaps and (2) chiefly dependent upon the Enrolled Subscriber for support and maintenance, provided the Enrolled Subscriber furnishes proof of such incapacity and dependency to ORAQUEST within 31 days of the child attaining the limiting age set forth above, and every year thereafter, if requested by ORAQUEST.

- 2.5 **ELIGIBLE SUBSCRIBER** shall mean an employee, member or beneficiary of Organization who is eligible to participate in ORAQUEST under the eligibility requirements determined by Organization.

- 2.6 **EMERGENCY CARE** shall mean emergency dental services provided in a dentist's office, dental clinic, or other comparable facility, to evaluate and stabilize dental conditions of a recent onset and severity accompanied by excessive bleeding, sever pain, or acute infection that would lead a prudent layperson possessing an average knowledge of dentistry to believe that immediate care is needed.
- 2.7 **ENROLLMENT FORM** shall mean the Group Participant Enrollment form.
- 2.8 **ENROLLED DEPENDENT** shall mean any Eligible Dependent who has become a Member as a result of the rights and privileges accorded the Enrolled Subscriber under the terms of this Agreement. Such enrollment shall be evidenced by the addition of the dependent's name on the Enrolled Subscriber's Enrollment Form.
- 2.9 **FAMILY DENTIST** shall mean an Eligible Subscriber who has subsequently chose to become a Member in ORAQUEST and has fully completed and submitted an Enrollment Form to Organization and Organization has subsequently notified ORAQUEST of such enrollment.
- 2.10 **FAMILY DENTIST** shall mean a dentist licensed by the Texas State Board of Dental Examiners who is under contract to ORAQUEST, and who is responsible for providing or arranging for the provision of dental services to Members of ORAQUEST.
- 2.11 **MEMBER** shall mean an Enrolled Subscriber or Enrolled Dependent in the ORAQUEST plan.
- 2.12 **MEMBER CO-PAYMENT** shall mean the amount paid by a Member which the Member is solely responsible for under the terms of this Agreement and the Schedule of Benefits.
- 2.13 **ORAGANIZATION** shall mean an Association, Employer, Group or Other Organization to which the Eligible Subscriber belongs and has contracted with ORAQUEST.
- 2.14 **PLAN BENEFITS** shall mean the coverage, subject to the Limitations and Exclusions provided in the Schedule of Benefits.
- 2.15 **PROVIDER** shall mean a Family Dentist or Specialty Dentist and shall include any hygienists and technicians recognized by the dental profession who act with and assist the Family Dentist or Specialty Dentist.
- 2.16 **SERVICE AREA** shall mean the geographical area where ORAQUEST has established and maintains Family Dentists and Specialty Dentists. These service areas consist of the counties listed below. All Family Dentist locations specified in the ORAQUEST Dentist Directory are available for both primary and emergency care services. These counties are: Angelina, Atascosa, Austin, Bandera, Bastrop, Bell, Bexar, Blanco, Bosque, Brazoria, Brazos, Burleson, Burnet, Caldwell, Calhoun, Chambers, Collin, Colorado, Comal, Comanche, Cooke, Coryell, Dallas, De Witt, Denton, Ellis, Erath, Falls, Fannin, Fayette, Fort Bend, Freestone, Frio, Galveston, Gillespie, Gonzales, Grayson, Grimes, Guadalupe, Hamilton, Hardin, Harris, Hays, Hill, Hood, Houston, Hunt, Jack, Jackson, Jasper, Jefferson, Johnson, Karnes, Kaufman, Kendall, Kerr, Lampasas, Lavaca, Lee, Leon, Liberty, Limestone, Ilano, Madison, Matagorda, McLennan, Medina, Milam, Mills, Montague, Montgomery, Navarro, Newton, Orange, Palo Pinto, Parker, Polk, Rains, Real, Robertson, Rockwall, San Jacinto, San Saba, Somervell, Tarrant, Travis, Trinity, Tyler, Uvalde, Van Zandt, Walker, Waller, Washington, Wharton, Williamson, and Wilson.
- 2.17 **SPECIALTY DENTIST** shall mean a dentist licensed by the State Board of Dentistry of the State of Texas who is trained to practice in a dental specialty and is under contract to ORAQUEST to provide those specialty services to a Member of ORAQUEST. Services by a specialty Dentist are covered benefits only if authorized by a Family Dentist and/or ORAQUEST.

- 2.18 **SUBSCRIBER FAMILY** shall mean the Enrolled Subscriber and all Enrolled Dependents of the Subscriber, all of which are Members in ORAQUEST. In the case where the Enrolled Subscriber has no Enrolled Dependents then the term Subscriber Family and the term Enrolled Subscriber have the same exact meaning, i.e., the Enrolled Subscriber is a Subscriber Family of one and is also the sole Member of the Subscriber Family.
- 2.19 **SUPPLEMENTAL PAYMENT** shall mean any fee authorized under the agreement between ORAQUEST and Provider on behalf of a Member which is in addition to the Capitation Fee normally paid to the Provider with respect to the care of that Member under the terms of this Agreement and the Schedule of Benefits.

### III. PREMIUM AND ELIGIBILITY

- 3.1 **PREMIUM** As set forth in the Application, Organization shall pay ORAQUEST the appropriate monthly Premium per month per each enrolled Member, plus all applicable enrollment fees, commencing before the date of this Agreement. Subsequent monthly Premiums will be paid by Organization to ORAQUEST each month until the anniversary due date, unless otherwise agreed to by Organization and ORAQUEST. The monthly Premium may be adjusted each month based upon the current Plan enrollment which will fluctuate due to termination and new enrollees. This Agreement shall continue in force subject to earlier termination by ORAQUEST for (a) the failure of Organization to pay the Premiums, prior to the first of the month for which coverage pertains, subject to a 30 day grace period; and (b) upon 60 days written notice, in the event Organization shall be guilty of fraud or material misrepresentation of fact in obtaining coverage hereunder or shall have otherwise materially breached this Agreement. A portion of the Premium may be paid by the Enrolled Subscriber, and if so, will be deducted from the Enrolled Subscriber's earnings by payroll deduction or otherwise paid to Organization in such manner as it may select. In all occasions, Organization shall nevertheless be fully responsible for all payments of the Premiums due under this Agreement.

With singular exception of the initial enrollment fee, as set forth in Paragraph 3.10, this monthly Premium shall constitute payment in full of Organization's commitments under this Agreement. Organization shall send one check covering all Members to ORAQUEST at the address indicated in Section 7.4 commencing before the effective date of this Agreement, and continuing each month thereafter on said date, for the duration of this Agreement.

ORAQUEST has the right to change the rate charged within 30 days written notice.

- 3.2 **PROVISION OF PLAN BENEFITS** Organization acknowledges and understands that this Agreement provides solely and exclusively for services to be performed by a Provider who has contracted with ORAQUEST. Each Enrolled Subscriber shall select, or be assigned, as the case may be (see Eligibility List, Paragraph 3.3 below) a Family Dentist from the list of Providers furnished by ORAQUEST to Organization and Enrolled Subscriber herein referred to as the ORAQUEST Dentist Directory. The Agreement provides for services only, is not an insurance policy and does not indemnify nor reimburse any Member or the Organization in cash, except as set forth in Paragraphs 4.6 and 4.11. Further, any service not prescribed by a Provider is not a covered service.
- 3.3 **ELIGIBILITY LIST** Organization shall be responsible for providing to ORAQUEST the names and other identifying data for each Member to be covered for the succeeding month prior to the effective date of coverage. Organization shall:
- a. Specifically identify and submit Enrollment Forms on those Members who are newly eligible and have chosen to enroll to receive Plan Benefits prior to the effective date of coverage.
  - b. Specifically identify those Members who are no longer eligible to receive Plan Benefits prior to the termination date of coverage and what Subscriber Family the Member is part of.

- c. Specifically identify the Family Dentist selected by each new Subscriber Family or if the new Member is an addition to an existing Subscriber Family specify the Family Dentist already being used by the existing Subscriber Family.
- d. Should the new Subscriber Family not select a Family Dentist within the time period allowed by Organization pursuant to Organization's enrollment procedures, then ORAQUEST shall assign a Family Dentist to the Subscriber Family and notify the Enrolled Subscriber that such assignment has been made.

**3.4 DETERMINATION OF ELIGIBILITY** The determination of who is eligible to participate and who is actually participating in the Plan shall be made by Organization, except in all cases Member must reside or work in the ORAQUEST Service Area, and ORAQUEST shall have the right to rely upon that determination.

Any disputes or inquiries regarding eligibility, including rights regarding renewal and the like, if any, shall be referred to by ORAQUEST to Organization, which shall then advise ORAQUEST of its determination. Subject to the above, ORAQUEST guarantees that Eligible Dependents shall include those persons who are defined in Paragraph 2.5. In all events, a Member shall reside or work in the ORAQUEST Service Area in order to participate in the Plan.

Eligible Subscribers and their Eligible Dependents enjoy the right and privilege of Plan Benefits by becoming Members of ORAQUEST during the open enrollment time designated by the Organization for an effective date of this Agreement and may not terminate their coverage until the expiration of this Agreement, except for the reasons described in Sections 3.5(a) through 3.5(d) of this Agreement. For those Eligible Subscribers of the Organization who became eligible as determined by the Organization after the effective date of this Agreement, the effective date of eligibility shall be subject to the eligibility rules of the Organization, but shall always take effect on the 1<sup>st</sup> day of a calendar month.

Newly acquired Eligible Dependents of an Enrolled Subscriber, shall be eligible for coverage on the day the Enrolled Subscriber acquires such Dependent. Eligible Dependents that are eligible during open enrollment and are not enrolled are not eligible to join the Subscriber Family until the next open enrollment.

In the event an additional Premium is required to provide coverage for newly acquired Eligible Dependents who enroll in the Plan, the Organization must notify the ORAQUEST, and any additional Premium must be paid within 31 days after the date new Member enrolls.

**3.4 TERMINATION OF ELIGIBILITY AND COVERAGE** Should an Enrolled Subscriber be terminated or leave Organization, the Subscriber Family shall continue to be eligible to receive services and ORAQUEST shall continue to be due the prepayment for that Subscriber Family until ORAQUEST is notified in writing of the Enrolled Subscriber's termination. If ORAQUEST is notified in writing of an Enrolled Subscriber's termination during the month in which the termination is effective and the effective date of the termination is on or before the 15<sup>th</sup> of that month, no Premium is due ORAQUEST for the current month for the Subscriber Family from the Organization. If ORAQUEST is notified in writing of the Enrolled Subscriber's termination during the month of which the termination is effective and the effective date of the termination is after the 15<sup>th</sup> of the month, ORAQUEST shall be entitled to its monthly Premium for the Subscriber Family from the Organization for that month. In the event of termination of this Agreement, each Provider shall complete all dental procedures which have been started prior to the date of termination, pursuant to the terms of this Agreement, with the exception of any orthodontic treatment, as may be applicable. Should a Member in orthodontia treatment terminate for any reason, and at the time of termination be receiving orthodontic treatment, the Member and not ORAQUEST will be responsible for payment of the balance due for treatment performed after termination subject to the limitations of the Agreement.

**Coverage under this Agreement for a Member will terminate as follows:**

- a. If the Member ceases to meet the eligibility requirements, coverage will terminate on the next Premium due date following the date on which the Member ceases to meet the eligibility requirement, subject to the individual conversion privilege.
- b. If this Agreement terminates for any reason whatsoever.
- c. In the event any Enrolled Subscriber fails to make any required co-payment with respect to any Member of the Subscriber Family, coverage hereunder shall terminate for the Subscriber Family 60 days after notice is given to the Enrolled Subscriber and the Organization by ORAQUEST of such failure subject to the Complaint Resolution procedures. At the effective date of such termination, Premiums received on account of such terminated Subscriber Family applicable to periods after the effective date of termination shall be refunded to the Organization and ORAQUEST shall have no further liability or responsibility with respect to such Subscriber Family.
- d. If the Member, after reasonable efforts, shall be unable to establish and maintain a satisfactory dentist patient relationship with a Provider, then the rights of such Member under this Agreement may be terminated on not less than 60 days written notice to Member and Organization, subject to the Complaint Resolution Procedures. At the effective date of such termination, prepayments received on account of such terminated Enrolled Subscriber or Enrolled Subscriber's Enrolled Dependents for the period after the effective date of termination shall be refunded to the Organization and ORAQUEST shall have no further liability or responsibility under this Agreement, with the respect to such Enrolled Subscriber or Subscriber's Enrolled Dependents.
- e. If the Member commits fraud or material misrepresentation in presenting facts or information to ORAQUEST or fraud in the use of services or facilities, except as described in paragraph 3.11 of this Agreement, then the rights of such Member under this Agreement may be terminated on not less than 15 days written notice to Member and Organization, subject to the Complaint Resolution Procedures.
- f. In the event of misconduct on the part of a Member which is detrimental to the safe operations and the delivery of services provided for under this plan, then the rights of such Member under this Agreement may be terminated on not less than 15 days written notice to Member and Organization, subject to the Complaint Resolution Procedures.

Coverage under this Agreement will be terminated if the Enrolled Subscriber fails to meet eligibility requirements other than the requirement that the subscriber reside, live or work in the service, subject to the individual conversion privileges for certain Enrolled Dependents set forth below.

**3.6 CONVERSION PRIVILEGE AND TRANSFER**

- a. **CONVERSION** If any Member ceases to meet the eligibility requirements of this Agreement, then the Member may convert his Membership to an Individual Membership without furnishing evidence of insurability. In order to obtain an Individual Membership, any Member eligible to convert his Membership must (i) continue to reside or work in the Service Area, (ii) submit a completed Plan Enrollment Form to ORAQUEST within thirty-one (31) days after the date of termination and (iii) submit Premium payments required under such Membership. No Enrollment Fee will be required when converting from a Group Membership to an Individual Membership. The Member will be notified in writing by ORAQUEST of their effective date of coverage. Conversion privilege shall not be made available to any Member terminated for cause as detailed in this Agreement Paragraph 3.5, Items c, d, e, and f.

- b. **TRANSFER OF RESIDENCE** If a Member changes his or her primary residence outside of ORAQUEST's Service Area; ORAQUEST is not obligated to provide an alternative provider.
- 3.7 **CONTINUATION OF COVERAGE** If under the provisions of Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Public Law 99-272, any Member is granted the right to continuation of coverage beyond the date the Member's coverage to the extent necessary to comply with the provisions of the applicable statutes and State Laws. The Member should contact Organization for verification of eligibility and procedures to follow.
- 3.8 **EFFECTIVE DATE OF COVERAGE** The effective date of coverage commences on the date of this Agreement for all Eligible Subscribers and Eligible Dependents who become Members during the open enrollment. The effective date of coverage for all newborn Dependents of an Enrolled Subscriber shall be from and after the moment of birth. The effective date of coverage for those Eligible Subscribers and Eligible Dependents who become Members after the effective date of this Agreement, as determined by the eligibility rules of the Organization, or newly acquired Dependents of an Enrolled Subscriber, shall be effective upon written notification of said membership to ORAQUEST by Organization. If a Subscriber Family has an effective date of coverage, as determined by the Organization, on or before the 15<sup>th</sup> of the month, ORAQUEST shall be entitled to its monthly Premium for the Subscriber Family from the Organization for the month in which the Subscriber Family becomes covered and all subsequent months subject to the terms of this Agreement. If a Subscriber Family has an effective date of coverage, as determined by the Organization, after the 15<sup>th</sup> of the month, no Premium for the current month is due from the Organization.
- 3.9 **ENROLLMENT FORMS** Enrolled Subscriber shall complete and submit to ORAQUEST an Enrollment Form covering all Members within the Subscriber Family. If the Enrolled Subscriber commits fraud or material misrepresentation in applying for or obtaining coverage under this Agreement, coverage hereunder shall terminate on not less than 60 days written notice to Enrolled Subscriber and Organization, subject to the Complaint Resolution Procedures.
- 3.10 **ENROLLMENT FEE** ORAQUEST shall charge an administrative set-up and enrollment fee of \$10.00 for each Member who enrolls in the Plan.
- 3.11 **INCONTESTIBILITY** All statements made by a subscriber on an enrollment application shall be considered representations and not warranties. The statements are considered to be truthful and are made to the best of the subscriber's knowledge and belief. A statement may not be used in contest to void, cancel or non-renew a Member's coverage or reduce benefits unless: (i) it is in a written enrollment application signed by the Member and (ii) a signed copy of the enrollment application is or has been furnished to the Member or Member's personal representative.

## VI. PLAN BENEFITS

- 4.1 **PLAN BENEFITS** ORAQUEST and Organization shall provide services to Members of Organization under the Plan as set forth in the Schedule of Benefits (including exclusions and limitations) for the term of this Agreement. The Schedule of Benefits may be modified by ORAQUEST upon 30-days notice to Organization.
- 4.2 **MEMBER CO-PAYMENTS AND SUPPLEMENTAL PAYMENTS** The Schedule of Benefits sets forth the procedures which OraQuest is solely responsible for, which OraQuest and Member are each partly responsible for, and those which the Member is wholly responsible for. In no case is Organization responsible for any Member Co-payment or Supplemental Payment under the terms of this Agreement. For any Supplemental Payments due Provider which are the responsibility of OraQuest, then OraQuest shall pay the Provider. Member shall pay any Member Co-payments and charges for any excluded procedures, and shall make payment directly to the Provider rendering such services at the time service is rendered. Refusal to make such payments shall subject the Member to the termination provisions of Section 3.5c.

- 4.3 **LIMITATION ON SERVICES** Except in cases of emergency as provided herein, services are available only from Providers and as provided or arranged for by their Family Dentist, and ORAQUEST shall not have any liability or obligation whatsoever on account of any dentist, physician, hospital or other person, institution or organization unless prior arrangements are made by ORAQUEST. See the Schedule of Benefits for specific Exclusions and Limitations.

**V. SELECTION OF PROVIDER**

- 5.1 **SELECTION OF PROVIDER** At the time of enrollment, the Eligible Subscriber will select and then designate on the Enrollment Form the Family Dentist the Subscriber Family wishes to use for services provided for herein. Thereafter, to obtain services and Member of the Subscriber Family need only contact the selected Family Dentist. In the even an Enrolled Subscriber is dissatisfied with the designated Family Dentist and desires to transfer to another Family Dentist, or if a Family Dentist feels he is unable to establish a satisfactory patient-to-dentist relationship with any of the Members in the Subscriber Family, and requests the Member be transferred to another Family Dentist, then the Enrolled Subscriber or the Dentist may request of ORAQUEST that the Member's eligibility be removed from the Subscriber Family or that the Subscriber Family be assigned to another Dentist. Member may not change Family Dentist more than four times in any 12 month period.

- 5.2 **PROVIDERS** ORAQUEST shall contract with Providers at appropriate locations within its Service Area to provide services to Members. Organization recognizes that the establishment and location of all Providers are within the sole discretion of ORAQUEST and ORAQUEST shall make the sole determination of the location and establishment of all such Providers. In the event that a Provider no longer contracts with ORAQUEST for whatever reason, ORAQUEST will allow the Subscriber Family to select a new Family Dentist or will transfer Subscriber Family to another existing Family Dentist under the Plan and will so notify Enrolled Subscriber. A list of the names, addresses and telephone numbers of the Providers under the Plan is included in the ORAQUEST Dentist Directory, which will be furnished by ORAQUEST to Members.

Services covered under this Plan are available from a Family Dentist or Member may be referred by the Family Dentist to an ORAQUEST Specialty Dentist if the services of a Specialty Dentist are required. Member may also go directly to a Specialty Dentist in the OraQuest Network without a referral from Member's Family Dentist.

- 5.3 **MEMBER/PROVIDER RELATIONSHIP** It is expressly understood that the relationship between the Member and the Provider rendering services or treatment shall be that of an independent professional relationship between the Member and Provider. The Provider shall be solely responsible without interference from ORAQUEST or Organization, to the Member for all services or treatment within the professional relationship. The Provider shall have the right to refuse treatment to Member who continually fails to follow a prescribed course of treatment, refuses to pay applicable co-payments, who uses the relationship for illegal purposes; or makes the professional relationship burdensome.
- 5.4 **PROVIDER FACILITIES** It is understood and agreed that the operation and maintenance of the Provider's facilities, equipment and the rendition of all professional services shall be solely and exclusively under the control and supervision of the Provider, including all authority and control over the selection of staff, supervision of personnel, operation of the professional practice, and/or the rendition of any particular professional service or treatment.

appeal panel, a review by a dentist or provider who has not previously reviewed the case and who is of the same or similar specialty as ordinarily manages the dental condition, procedure, or treatment under appeal. The dentist or provider reviewing the appeal may interview Member or Member's designated representative and will make a decision on the appeal. Initial notice of the decision on the appeal may be delivered orally to Member but will be followed by a written notice of the determination within 3 days.

### **7.3 FILING COMPLAINTS WITH THE TEXAS DEPARTMENT OF INSURANCE**

Any person, including persons who have attempted to resolve complaints through OraQuest's complaint process and who are dissatisfied with the resolution, may report an alleged violation to the Texas Department of Insurance, PO Box 14901, Austin, Texas 75714-9091.

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

1. Additional information is needed;
2. An on-site review is necessary
3. OraQuest, the dentist or provider, or Member do not provide all documentation necessary to complete the investigation; or
4. Other circumstances beyond the control of the department occur.

## **VIII. PLAN ADMINISTRATION**

- 8.1 NOTICES TO MEMBERS** Whenever ORAQUEST is obligated to give any notice to Members with regard to any matters covered by this Agreement, the Act or any regulations issued pursuant thereto, it shall be sufficient for ORAQUEST to give such notice to a representative of Organization designated in writing to ORAQUEST. Organization shall then be obligated to give that notice to the Enrolled Subscribers in its next regular communication.
- 8.2 DISTRIBUTION OF PLAN MATERIALS** With respect to the distribution of all materials, it shall be sufficient for ORAQUEST to deliver the materials for distribution to the Organization. Organization shall be responsible to distribute such materials to Eligible or Enrolled Subscribers as the case may be.
- 8.3 MEMBERSHIP CARDS** ORAQUEST shall issue two Membership Cards to each Subscriber Family who enrolls in the Plan at the inception of this Agreement and to any additional Subscriber Family as they join the Plan during the term of this Agreement. Each Membership Card shall show the Enrolled Subscriber's name, Plan Number, and designated Family Dentist. Any person receiving services benefits to which he is not then entitled pursuant to the provisions of this Agreement shall be charged the Provider's normal charge.
- 8.4 REPORTS AND RECORDS** ORAQUEST is entitled to receive from any Provider of service to Member information reasonably necessary in connection with the administration of this Agreement but subject to all applicable confidentiality requirements. By acceptance of coverage under this Agreement, Enrolled Subscriber, for himself, and for all Enrolled Dependents covered hereunder, authorizes every provider rendering services hereunder to disclose all facts pertaining to such case and treatment, and to the physical condition of a Member, to ORAQUEST upon request, and render reports pertaining to the same, and permit copying of records by ORAQUEST, as permitted by law.

Provider shall have any liability or obligation for delay or failure to provide dental services due to lack of available facilities or personnel if such lack is the result of such disaster.

- 9.19 **NON-RETALIATION** OraQuest will not take any retaliatory action such as refusing to renew or canceling Coverage against the Member or the Group because the Member, the Group or any person acting on the Member's or the Group's behalf, has filed a complaint against OraQuest or appealed a decision by OraQuest.



## Schedule of Benefits PREMIER – 110-01 PLAN

This plan allows for a \$9 office visit co-payment per visit to cover administrative and supply expenses.

### DIAGNOSTICS SERVICES

00120	Periodic Oral Evaluation	\$0
00140	Limited Oral Evaluation	0
00150	Comprehensive Oral Evaluation	0
00210	Intraoral Complete Series (including bitewings)	0
00220	Intraoral Periapical – first film	0
00230	Intraoral Periapical – each additional film	0
00240	Intraoral Occlusal Film	0
00250	Extraoral – first film	0
00260	Extraoral – each additional film	0
00270	Bitewings – single film	0
00272	Bitewings – two film	0
00274	Bitewings – four film	0
00330	Panoramic	0
00415	Bacteriologic Studies for Determination of Pathologic Agents	0
00425	Caries susceptibility Tests	0
00460	Pulp Vitality Tests	0
00470	Diagnostic casts	0

### PREVENTIVE SERVICES

01110	Prophylaxis – Adult	0
01120	Prophylaxis – Child	0
01201	Topical Application of Fluoride (including prophylaxis) – Child	0
01203	Topical Application of Fluoride (excluding prophylaxis) – Child	0
01204	Topical Application of Fluoride (excluding prophylaxis) – Adult	0
01310	Nutritional Counseling for the Control of Dental Disease	0
01330	Oral Hygiene Instructions	0
01351	Sealant per Tooth (for children under 14)	7
01510	Space Maintainer – fixed – unilateral	91
01515	Space Maintainer – fixed – bilateral	120
01520	Space Maintainer – removable – unilateral	113
01525	Space Maintainer – removable – bilateral	144
01550	Recementation of Space Maintainer	19

### RESTORATIVE SERVICES

02140	Amalgam - one surface, primary/permanent	12
02150	Amalgam - two surfaces, primary/permanent	15
02160	Amalgam - three surfaces, primary/permanent	19
02161	Amalgam - four or more surfaces, primary/permanent	23
02330	Resin - one surface - anterior	15
02331	Resin - two surfaces, anterior	18
02332	Resin - three surfaces, anterior	23
02335	Resin - four or more surfaces, or with incisal angle, anterior	27
02390	Composite resin crown - anterior	65
02391	Resin - one surface, posterior	18
02392	Resin - two surface, posterior	23
02393	Resin - three surface, posterior	27
02510	Inlay - metallic - one surface*	295
02520	Inlay - metallic - two surface*	295
02530	Inlay - metallic - three or more surfaces*	295
02543	Onlay - metallic - three surfaces*	295
02544	Onlay - metallic - four or more surfaces*	295
02610	Inlay - porcelain/ceramic - one surface*	250
02620	Inlay - porcelain/ceramic - two surfaces*	275
02630	Inlay - porcelain/ceramic - three or more surfaces*	300
02642	Onlay - porcelain/ceramic - two surfaces*	285
02643	Onlay - porcelain/ceramic - three surfaces*	300
02644	Onlay - porcelain/ceramic - four or more surfaces*	325
02650	Inlay - composite/resin - one surface (laboratory processed)*	188
02651	Inlay - composite/resin - two surface (laboratory processed)*	225
02652	Inlay - composite/resin - three surfaces (laboratory processed)*	243

### RESTORATIVE SERVICES CONTINUE

02710	Crown - resin (laboratory)	138
02720	Crown - resin with high noble metal *	295
02721	Crown - resin with predominantly base metal *	295
02722	Crown - resin with noble metal *	295
02750	Crown - porcelain fused to high noble metal *	295
02751	Crown - porcelain fused to predominantly base metal *	295
02752	Crown - porcelain fused to noble metal *	295
02780	Crown - 3/4 cast high noble metal *	295
02790	Crown - full cast high noble metal *	295
02791	Crown - full cast predominantly base metal *	295
02792	Crown - full cast noble metal *	295
02910	Recement Inlay (By other than treatment provider)	22
02920	Recement Crown (By other than treatment provider)	22
02930	Prefabricated Stainless Steel Crown (Primary Tooth)	60
02931	Prefabricated Stainless Steel Crown (Permanent Tooth)	80
02940	Sedative Filling (Temporary Filling)	9
02950	Core buildup, including any pins	105
02951	Pin retention - per tooth, in addition to restoration	20
02952	Cast post and core in addition to crown *	125
02954	Prefabricated post and core in addition to crown	105

\* There will be an additional charge for lab/metal cost for those procedures with a star (\*).

### ENDODONTICS

03110	Pulp cap - direct (excluding final restoration)	30
03120	Pulp cap - indirect (excluding final restoration)	30
03220	Therapeutic pulpotomy (excluding final restoration)	50
03310	Anterior (excluding final restoration)	97
03320	Bicuspid (excluding final restoration)	140
03330	Molar (excluding final restoration)	200

### PERIODONTAL SERVICES

04210	Gingivectomy or gingivoplasty - per quadrant	149
04211	Gingivectomy or gingivoplasty - per tooth	42
04320	Provisional splinting - intracoronaral	109
04321	Provisional splinting - extracoronaral	100
04341	Periodontal scaling and root planing - per quadrant	45
04355	Gross scaling (full mouth debriment to enable periodontal evaluation)	45
04910	Periodontal maintenance procedures (following active therapy)	28

### PROSTHODONTICS (REMOVABLE) SERVICES

05110	Complete Denture - maxillary (upper)**	375
05120	Complete Denture - mandibular (lower)**	375
05130	Immediate Denture - maxillary (upper)**	400
05140	Immediate Denture - mandibular (lower)**	400
05211	Upper Partial Denture - resin base (including any conventional clasps, rests and teeth)**	375
05212	Lower Partial Denture - resin base (including any conventional clasps, rests and teeth)**	375
05213	Upper Partial Denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)**	400
05214	Lower Partial Denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)**	400
05610	Repair Broken Complete Denture Bases	76
05620	Replace Missing or Broken Teeth - complete denture (each tooth)	65
05610	Repair Resin Denture Base	75
05620	Repair Cast Framework	76
05630	Repair or Replace Broken Clasp	75
05640	Replace Broken Teeth - per tooth	65
05650	Add Tooth to Existing Partial Denture	75
05660	Add Clasp to Existing Partial Denture	75



## Schedule of Benefits PREMIER – 110-01 PLAN

### PROSTHODONTICS (REMOVABLE) SERVICES CONTINUE

05710	Rebase Complete Upper Denture, each.....	144
05711	Rebase Complete Lower Denture, each.....	144
05720	Rebase Upper Partial Denture, each.....	136
05721	Rebase Lower Partial Denture, each.....	136
05730	Reline Complete Upper Denture (chairside), each.....	78
05731	Reline Complete Lower Denture (chairside), each.....	78
05740	Reline Upper Partial Denture (chairside), each.....	78
05741	Reline Lower Partial Denture (chairside), each.....	78
05750	Reline Complete Upper Denture (lab), each.....	135
05751	Reline Complete Lower Denture (lab), each.....	135
05760	Reline Upper Partial Denture (lab), each.....	135
05761	Reline Lower Partial Denture (lab), each.....	135
05810	Interim Complete Denture Upper, each.....	167
05811	Interim Complete Denture Lower, each.....	167
05820	Interim Partial Denture Upper, each.....	167
05821	Interim Partial Denture Lower, each.....	167
05850	Tissue Conditioning, upper per unit.....	45
05851	Tissue conditioning, lower- per unit.....	45

\*\* Member may be charged cost of non-standard materials in addition to copayments above.

### PROSTHODONTICS (FIXED) SERVICES

06210	Pontic - cast high noble metal *.....	295
06211	Pontic - cast predominantly base metal *.....	295
06212	Pontic - cast noble metal *.....	295
06240	Pontic - porcelain fused to high metal *.....	295
06241	Pontic - porcelain fused to base metal *.....	295
06242	Pontic - porcelain fused noble metal *.....	295
06250	Pontic -resin with high noble/predominantly base/noble metal *.....	295
06251	Pontic -resin with high noble/predominantly base/noble metal *.....	295
06252	Pontic -resin with high noble/predominantly base/noble metal *.....	295
06602	Inlay - cast high noble metal, two surfaces*.....	295
06603	Inlay - cast high noble metal, three or more surfaces*.....	295
06604	Inlay - cast predominantly base metal, two surfaces*.....	295
06605	Inlay - cast predominantly base metal, three or more surfaces*.....	295
06606	Inlay - cast noble metal, two surfaces*.....	295
06607	Inlay - cast noble metal, three or more surfaces*.....	295
06610	Onlay - cast high noble metal, two surfaces*.....	295
06611	Onlay - cast high noble metal, three or more surfaces*.....	295
06612	Onlay - cast predominantly base metal, two surfaces*.....	295
06613	Onlay - cast predominantly base metal, three or more surfaces*.....	295
06614	Onlay - cast noble metal, two surfaces*.....	295
06615	Onlay - cast noble metal, three or more surfaces*.....	295
06545	Retainer - cast metal for resin bonded fixed prosthesis*.....	225
06720	Crown - resin with high noble metal *.....	295
06721	Crown - resin with predominantly base metal*.....	295
06722	Crown - resin with noble metal*.....	295
06750	Crown - porcelain fused to high noble metal *.....	295
06751	Crown - porcelain fused predominantly base metal *.....	295
06752	Crown - porcelain fused noble metal *.....	295
06780	Crown - 3/4 cast high noble metal *.....	295
06790	Crown - full cast high noble metal *.....	295
06791	Crown - full cast predominantly base metal *.....	295
06792	Crown - full cast noble metal *.....	295
06930	Removal Bridge.....	33
06940	Stress Breaker.....	125

\* There will be an additional charge for lab/metal cost for those procedures with a star (\*).

Additional charge of \$65.00 per unit for multiple crown units (6 or more units of crown and/or bridge in same treatment plan and requires complete rehabilitation planning)

### ORAL SURGERY SERVICES

07140	Erupted Tooth or Exposed Roots (elevation/forceps removal).....	34
07210	Surgical Removal of Erupted Tooth Requiring Elevation of Mucoperiosteal Flap and Removal of Bone and/or Section of Tooth... ..	70
07220	Removal of Impacted Tooth - soft tissue.....	80
07250	Surgical Removal of Residual Tooth.....	70
07310	Alveoplasty in Conjunction with Extractions - per quadrant.....	72
07320	Alveoplasty not in Conjunction with Extractions - per quad.....	114
07510	Incision and Drainage of Abscess - intraoral soft tissue.....	65

### ADJUNCTIVE GENERAL SERVICES

09110	Emergency Treatment of Dental Pain.....	0
09211	Regional Block Anesthesia (except for diagnostic purposes).....	0
09212	Trigeminal Division Block Anesthesia (except for diagnostic purposes).....	0
09215	Local Anesthesia (except for diagnosis purpose).....	0
09230	Nitrous Oxide (per 15 minutes).....	0
09310	Consultation (by provider other than treatment provider).....	0
09430	Office Visit During Regular Hours (\$9 office visit copay not charged).....	9
09440	Office Visit After Regular Hours (\$9 Office visit copay not charged).....	45
09941	Fabrication of Athletic Mouthguards.....	45
09950	Occlusion Analysis - moulded case.....	70
09951	Occlusal Adjustment - limited.....	37
09952	Occlusal Adjustment - complete.....	160
09999	Unspecified Adjunctive procedure, by report.....	8

### OTHER SERVICES

Temporary Crown with Permanent Crown.....	0
Infection Control Charges.....	0
Office or Dental Supplies.....	0
Laboratory Expenses.....	0
Equipment and Instruments Necessary for Treatment.....	0
Any Other General Overhead Expenses.....	0
Acid Edge Charge.....	0
Duplication of X-rays.....	0
Periodontal Probing Done with Initial and Periodic Oral Examinations.....	0
Periodontal Probing in the Presence of Periodontal Disease.....	25
Used of Bonding Materials (Allbond, Amalgabond or comparable materials- refer to code 09999).....	8

All procedures not included in this CPT Code listing have a Copayment of 75% of the dentist's usual and customary charge.

All procedures might not be performed by the Participating General Dentist you select. The copayments shown apply to those Participating General Dentists who do perform these services and are not applicable for services performed by a Participating Specialty Dentist. Therefore, you are encouraged to discuss the availability of the scheduled services with your Participating General Dentist. Call Member Services at 281-313-7170 or 1-800-860-8084 if you have any questions concerning fees.

**SPECIALTY DENTISTS** - Should you need a Specialty Dentist, you may be referred by your Participating General Dentist, or you may refer yourself to any Participating Specialty Dentist from our directory. Upon identification of yourself as an OraQuest member, your co-payment will be the following percentage of the Specialty Dentist's usual fee: Endodontist (root canals) 80%, Oral Surgeon (tooth extractions) 75%, Orthodontist 75%, Periodontist (gum problems) 75%, Pediatric Dentist (children's dentists) 75%.

**MISSED APPOINTMENTS** - A missed appointment without 24 hours notice may result in a missed appointment charge made by the Participating General and Specialty Dentists. Please discuss this with your selected Participating Dentist.

**CHILDREN UNDER 5 YEARS OF AGE** - Children under 5 years of age may be referred to a pediatric dentist. Please discuss this with your selected Participating General Dentist.

