

Delta Dental PPO Plan

**City of Greeley
Group #9487 – Plan B
Effective: January 1, 2010**

ELIGIBILITY	1
DEPENDENT ELIGIBILITY	1
TERMINATION OF COVERAGE	1
EXTENDED COVERAGE.....	1
HOW TO USE THE DELTA DENTAL PLAN	1
CLAIMS SUBMISSION	1
PRE-TREATMENT ESTIMATE	1
COVERED DENTAL SERVICES.....	2
TYPE I – DIAGNOSTIC & PREVENTIVE SERVICES	2
TYPE II - BASIC SERVICES	2
TYPE IIIA - ENDODONTIC SERVICES	3
TYPE IIIA - PERIODONTIC SERVICES	3
TYPE IIIA - COMPLEX ORAL SURGERY SERVICES	3
TYPE IIIA - PAIN MANAGEMENT SERVICES	4
TYPE IIIA - ADJUSTMENT AND REPAIR SERVICES.....	4
TYPE IIIA - DENTURE ADJUSTMENT, REPAIR, RELINE AND REBASE SERVICES.....	4
TYPE IIIB - INLAY, ONLAY AND CROWN SERVICES	4
TYPE IIIB - FIXED BRIDGEWORK SERVICES.....	4
TYPE IIIB - DENTURE AND PARTIAL DENTURE SERVICES.....	5
TYPE IV ORTHODONTIC BENEFITS.....	5
GENERAL LIMITATIONS – ALL SERVICES	5
EXCLUSIONS	6
COORDINATION OF BENEFITS.....	7
SUBROGATION.....	7
APPEAL PROCESS.....	7
HIPAA	7
COBRA (CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985).....	8
CONTINUED HEALTH COVERAGE REQUIRED BY THE STATE OF COLORADO.....	8
GLOSSARY	8
NOTICE OF PRIVACY PRACTICES.....	11



Delta Dental PPO
Summary of Dental Plan Benefits
For Group #9487 – Plan B
CITY OF GREELEY

This Summary of Dental Plan Benefits should be read in conjunction with your Employee Benefit Booklet. Your Employee Benefit Booklet will provide you with additional information about your Delta Dental plan, including information about plan exclusions and limitations. **In the event that you seek treatment from a non-participating dentist, you may have more out-of-pocket costs.**

Control Plan - Delta Dental of Colorado
Benefit Year - January 1st to December 31st

	PPO Dentist	Delta Dental Premier Dentist	*Non-Participating Dentist	
Covered Services	Plan Pays	Plan Pays	Plan Pays	Waiting Period
Type I-Diagnostic & Preventive Services				
Bitewing X-Rays	100%	100%	100%	NONE
All Other X-Rays	100%	100%	100%	NONE
Oral Exams and Cleanings	100%	100%	100%	NONE
Sealants	100%	100%	100%	NONE
Fluoride Treatment	100%	100%	100%	NONE
Type II-Basic Services				
Basic Restorative (Fillings)	100%	100%	100%	NONE
Simple Extractions	100%	100%	100%	NONE
Type IIIA & IIIB-Major Services				
Complex Oral Surgery	50%	50%	50%	12 MONTHS
Denture Repair/Relines/Rebases	50%	50%	50%	12 MONTHS
Endodontics (Root Canal Therapy)	50%	50%	50%	12 MONTHS
Special Restorative (Crowns, Inlays, Onlays)	50%	50%	50%	12 MONTHS
Prosthodontics (Dentures, Bridges)	50%	50%	50%	12 MONTHS
Periodontics (Gum Disease Treatment)	50%	50%	50%	12 MONTHS
Type IV-Orthodontic Services				
Orthodontics (no age limit)	50%	50%	50%	12 MONTHS

*** Important: Non-Participating Dentists are allowed to balance bill. Employees and/or Dependents are responsible for the difference between the non-participating Maximum Plan Allowance and the full fee charged by the Dentist.**

Age

Type	Age Limit	Coverage Thru
Dependent Child	20	Day
Full-Time Student	23	Day

Deductible (January 1st - December 31st)

Class	Type	Network	Amt
All Covered Voluntary Classes Except D&P (and Ortho, If Covered)	Individual coverage amount	PPO and Non-PPO	\$25
All Covered Voluntary Classes Except D&P (and Ortho, If Covered)	Family coverage amount	PPO and Non-PPO	\$75

Maximums (January 1st - December 31st)

Class	Type	Network	Amt
All Covered Classes Except D&P (and Ortho, if Covered)	Individual coverage amount	PPO and Non-PPO	\$1500
Orthodontic Classes	Individual lifetime	PPO and Non-PPO	\$1000

Enrollment Type

The enrollment type is Open Enrollment. Open Enrollment means a period of time each Contract Year occurring prior to the Anniversary Date during which eligible Employees may choose to enroll themselves and/or their eligible Dependents in the Plan, or change from one coverage option to another if the Contract issued to the Group permits them to do so. Coverage will become effective on the Group's Anniversary Date. Waiting periods will apply for those who choose to enroll during the open enrollment period, unless they are switching between the plans, then credit will be given for the time enrolled under the original plan.

Where two Employees who are spouses and are both eligible for coverage under this contract, they may be enrolled together or separately, but not both. Dependent children may only be enrolled under one parent.

Under the Delta Dental PPO plan, you may visit any Dentist of your choice. There are three levels of Dentists to choose from who are located nationwide:

PPO Participating Dentist

Advantages of seeing a PPO Dentist include:

- Payment is based upon the PPO Dentist's Allowable fee, or the fee actually charged, whichever is less.
- You are only responsible for any applicable deductible and coinsurance for covered procedures.

You will receive the best benefits available on this plan by choosing a PPO Dentist.

Premier Participating Dentist (Non-PPO)

You have the option of seeing a Premier Dentist, but you may incur additional costs:

- Payment is based upon the Premier Maximum Plan Allowance, or the fee actually charged, whichever is less.
- Claim forms are submitted directly to Delta Dental by the Dentists.
- You are only responsible for any applicable deductible and coinsurance for covered procedures.

Non-Participating Dentist (Non-PPO)

You have the option of seeing a non-participating Dentist, but you may incur additional out-of-pocket costs.

- You may be responsible for payment in full to the Dentist and for filing your claim with Delta Dental for reimbursement.
- You are responsible for the difference between the non-participating Maximum Plan Allowance and the full fee charged by the Dentist.

COVERED AMOUNT means

- For PPO Dentists, the lesser of the PPO Dentist's Allowable fee or the fee actually charged.
- For Premier Participating Dentists, the lesser of the Premier Maximum Plan Allowance, or the fee actually charged.
- For all other Dentists, the lesser of the Non-Participating Maximum Plan Allowance, or the fee actually charged.

Colorado counties without PPO or Premier Providers are Bent, Crowley, Custer, Gilpin, Hinsdale, Jackson, Kiowa, Mineral, Phillips, Rio Blanco, Saguache, San Juan, San Miguel and Sedgwick.

The Summary of Dental Plan Benefits for your Group Dental Plan is issued separately and is hereby incorporated into this book.

ELIGIBILITY

All full-time eligible employees and their dependents who enroll will be covered on the effective date. All new full-time employees will become effective on the day eligibility has been established by the employer. Your Dependents who are covered are your lawful spouse and your unmarried children up to the date shown on the Summary of Dental Plan Benefits.

DEPENDENT ELIGIBILITY

Eligible dependents may be enrolled for coverage within 31 days of the latest of the following dates:

- The date the Employee becomes eligible to enroll if he has eligible Dependents on that date. Coverage for eligible Dependents becomes effective on the date the Employee's coverage becomes effective.
- The date the Employee first acquires an eligible Dependent. Coverage becomes effective on the first day of the month following this change.
- The date the Contract is amended to provide Dependent coverage. Coverage becomes effective on the first day of the month following this change.
- Newly acquired dependents must be added within 31 days.
- Any eligible dependents that suffer involuntary loss of coverage through another source will be allowed to enroll within 31 days of the loss of coverage with satisfactory proof.

TERMINATION OF COVERAGE

Coverage will terminate at the earliest of:

- The last day of the month Delta Dental receives a written request to terminate coverage;
- The last day of the month the Covered Person is no longer eligible for coverage;
- The date the Contract terminates;
- The end of the period for which Premium is paid;
- The date the Covered Person enters full-time military service of any country; or
- As to any Dependent, the date the person no longer qualifies as a Dependent and loses their Dependent status. Loss of Dependent status can occur for many different reasons, and your employer may not know when this happens. Therefore, you are required to notify your employer within 60 days of the event or the loss of coverage, whichever is later.

EXTENDED COVERAGE

Delta Dental's responsibility to pay for Covered Services for a Person will end if this Contract is terminated or if the Person ceases to be a Covered Person under the terms of the Contract. Delta Dental will cover no further care or Services with the following exception:

- If the Covered Person has a Covered Service Started while still covered under the Contract, but the Covered Service is Completed after Delta Dental no longer covers the Person, Delta Dental will pay Benefits for the Covered Service as follows:
- No benefit is payable if the Covered Service is Started after the day the Person's coverage ends.
- Benefits are payable only in the amount that would have been payable and subject to the same terms and conditions of the Contract that would have applied, if the Person's coverage was still in effect.
- Benefits are payable only if the Covered Service is Completed within 60 days after the date the Person's coverage ended.

HOW TO USE THE DELTA DENTAL PLAN

How to Find a Dentist

There are two easy ways that you can find out if your Dentist is participating with Delta Dental:

Website: You may log onto our web page at www.deltadentalco.com and use the Dentist Search feature. This feature allows you to search by city, state or zip code and provides a listing of Dentists in your area.

Integrated Voice Response (IVR): Delta Dental's IVR allows you to call and request a listing of Dentists in your area and receive it by mail or fax. Call (303) 741-9305 or (800) 610-0201 and follow the prompts.

The Delta Dental network is subject to change. Please check on the participating status of your Dentist before your next appointment.

CLAIMS SUBMISSION

If your Dentist is a participating Dentist of Delta Dental, the claim form for benefits will be filed by your Dentist. The patient should complete the patient section of the claim form and sign the form to indicate that he authorizes release of the information to Delta Dental.

If you elect treatment from a non-participating Dentist, you may be responsible for filing your claim.

If you are covered by more than one health benefit plan, you should file all of your claims with each plan.

Delta Dental will not be obligated to pay claims submitted more than 12 months after the date the service was provided.

PRE-TREATMENT ESTIMATE

Before beginning a course of treatment for which the charge is expected to be \$400 or more, a description of that course of treatment may be submitted to Delta Dental before treatment is begun. Delta Dental will provide an estimate of the Benefits payable for the planned course of treatment of a Covered Person. Pre-treatment estimates are not required and are provided as a service to the Covered Person and Dentist in order to allow for appropriate planning.

COVERED DENTAL SERVICES

TYPE I – DIAGNOSTIC & PREVENTIVE SERVICES

PROCEDURE	BENEFIT DESCRIPTION
Oral Exam (All exam types).	Limited to one time in any 6 consecutive month period. Only one comprehensive or detailed and extensive oral examination is a benefit per Covered Person per dental office. No benefits will be provided for diagnosis, treatment planning or consultation by the treating Dentist.
Dental Cleaning – Adult	Limited to one time in any 6-month period for Covered Person(s). No benefit is allowed if performed within 6 months of a periodontal maintenance procedure. For payment purposes, an adult cleaning is not a benefit for persons under age 14. For individuals with the conditions listed below, 2 additional cleanings (or any procedure that includes a component) will be provided during a 12 month period. • People who are diabetic and have documented periodontal (gum) conditions or; • Women who are pregnant and have documented periodontal (gum) conditions or; • People with cardiovascular disease who have documented periodontal (gum) conditions or; • People with kidney failure or who are undergoing dialysis and; • People who have an immune system which is suppressed because of chemotherapy or radiation treatment, HIV Positive status, Organ Transplant or stem cell (bone marrow) transplant.
Fluoride Treatment	Limited to one time in any 12 consecutive month period. Limited to children under the age of 16.
Sealants	Limited to one time per tooth in any 36 consecutive month period. Allowed only for the occlusal surface of decay-free and previously unrestored permanent first and second molars for children under the age of 15. There is no separate benefit for preparation or conditioning of the tooth or any other procedure associated with the sealant application.
Space Maintainer	Limited to children under the age of 14 to maintain space left by prematurely lost deciduous (baby) posterior teeth.
Bitewing x-rays	Limited to one time in any 12 consecutive month period.
Complete Mouth Survey or Panoramic x-ray	Limited to one time in any 60 consecutive month period.
Individual Periapical x-rays	A maximum of 4 periapical x-rays per 12-month period.
Intraoral Occlusal x-rays Extraoral x-rays	Limited to the allowance for a complete mouth survey or panoramic x-ray. If the fee meets or exceeds the allowance for a complete mouth survey, it will be processed as a complete mouth survey.

TYPE II - BASIC SERVICES

PROCEDURE	BENEFIT DESCRIPTION
Oral Pathology Lab Procedures	A benefit only if accompanied by a pathology report.
Amalgam Fillings (silver fillings)	Multiple fillings on one surface will be paid as a single filling. Benefits for the replacement of an existing amalgam filling is allowed if at least 24 months have passed since the existing amalgam was placed.
Composite Resin (white plastic) Fillings	Benefits for the replacement of an existing composite resin filling are allowed if at least 24 months have passed since the existing filling was placed. Benefits for composite resin fillings on posterior teeth will be limited to the benefit for the corresponding amalgam filling.
Sedative Filling	A separate benefit if no other restorative service is performed on the same tooth on the same date. Not a benefit during a course of endodontic therapy.
Pin Retention	Benefit only in conjunction with a basic (amalgam or composite) filling. A benefit one time per filling.
Simple Extractions	The benefit includes an allowance for local anesthesia and routine post-operative care, which are not separately allowed as benefits.
Root Removal - Exposed Roots	The benefit includes an allowance for local anesthesia and routine post-operative care, which are not separately allowed as benefits.
Palliative Treatment	Paid as a separate benefit only if no other service is rendered during the visit except an exam and/or x-rays.

TYPE IIIA - ENDODONTIC SERVICES**PROCEDURE****BENEFIT DESCRIPTION**

Therapeutic Pulpotomy	A benefit for deciduous teeth only.
Root Canal Therapy	A benefit once per tooth. Pre-operative, operative and post-operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia and routine follow-up care are not separately allowed as benefits.
Root canal therapy, retreatment	A benefit only if the original root canal procedure was performed at least 36 months earlier.
Apexification/recalcification (apical closure/calcific repair of perforations, root resorption, etc.)	A benefit once per root. Pre-operative, operative and post-operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia and routine follow-up care are not separately allowed as benefits.
Apicoectomy	A benefit once per root in any 36 consecutive month period. Pre-operative, operative and post-operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia and routine follow-up care are not separately allowed as benefits.
Retrograde Filling (per root)	A benefit once per root in any 36 consecutive month period. Pre-operative, operative and post-operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia and routine follow-up care are not separately allowed as benefits.
Root Amputation (per root)	Pre-operative, operative and post-operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia and routine follow-up care are not separately allowed as benefits.
Hemisection (includes any root removal)	Pre-operative, operative and post-operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia and routine follow-up care are not separately allowed as benefits.

TYPE IIIA - PERIODONTIC SERVICES**PROCEDURE****BENEFIT DESCRIPTION**

Provisional Splinting	Splinting is not a benefit. In addition, no payment will be made for crowns or inlays or other cast or laboratory prepared restorations made for the purpose of splinting.
Periodontal Scaling and Root Planing - Per Quadrant	Limited to one time per quadrant of the mouth in any 24 consecutive month period.
Periodontal Maintenance Procedures Following Active Therapy	A benefit only if at least 3 months have passed since the completion of active periodontal therapy and only one time thereafter in any 6 consecutive month period. Not a benefit if performed within 6 months of a cleaning.
Gingivectomy	Only one periodontal surgical procedure is a benefit per area of the mouth in any 36 consecutive month period. If less than a full quadrant is treated or requires treatment, benefits will be prorated to reflect the portion of the quadrant actually treated or the portion that requires treatment. Local anesthesia and routine post-operative care are not separately allowed as benefits.
Gingival Flap Procedure	Only one periodontal surgical procedure is a benefit per area of the mouth in any 36 consecutive month period. If less than a full quadrant is treated or requires treatment, benefits will be prorated to reflect the portion of the quadrant actually treated or the portion that requires treatment. Root planning, local anesthesia and routine post-operative care are not separately allowed as benefits.
Crown lengthening-hard tissue, by report	Not a benefit if performed on the same date as osseous surgery, crown preparation or other restoration.
Osseous Surgery and Grafts, Guided tissue regeneration (includes surgery and re-entry), Pedicle Soft Tissue Graft, Free Soft Tissue Graft (Including Donor Site)	Only one periodontal surgical procedure is a benefit per area of the mouth in any 36 consecutive month period. If less than a full quadrant is treated or requires treatment, benefits will be prorated to reflect the portion of the quadrant actually treated or the portion that requires treatment. Local anesthesia and routine post-operative care are not separately allowed as benefits.

TYPE IIIA - COMPLEX ORAL SURGERY SERVICES

When services for an assistant surgeon are a benefit, according to Delta Dental, the Covered Amount will not exceed 20% of the surgeon's fee.

PROCEDURE**BENEFIT DESCRIPTION**

Complex Oral Surgery Services	Local anesthesia and routine post-operative care are not separately allowed as benefits.
Alveoloplasty	Not a benefit when performed on the same date of service as the extractions. Includes local anesthesia and routine post-operative care.

TYPE IIIA - PAIN MANAGEMENT SERVICES

PROCEDURE	BENEFIT DESCRIPTION
-----------	---------------------

General Anesthesia	Paid as a separate benefit only when administered in conjunction with covered oral surgical procedures.
I.V. Sedation	Paid as a separate benefit only when administered in conjunction with covered complex oral surgical procedures.

TYPE IIIA - ADJUSTMENT AND REPAIR SERVICES

PROCEDURE	BENEFIT DESCRIPTION
-----------	---------------------

Re-Cement Inlays	A benefit only when performed more than 6 months after initial insertion of inlay.
Re-Cement Crowns	A benefit only when performed more than 6 months after initial insertion of crown or onlay.
Repairs to Crowns	Subject to Delta Dental's consultant review.
Re-Cement Fixed Bridges	A benefit only when performed more than 6 months after initial insertion of fixed bridge.
Repairs to Fixed Bridges	Subject to Delta Dental's consultant review.

TYPE IIIA - DENTURE ADJUSTMENT, REPAIR, RELINE AND REBASE SERVICES

PROCEDURE	BENEFIT DESCRIPTION
-----------	---------------------

Denture Adjustments	A benefit only if performed more than 6 months after the insertion of the complete or partial denture.
Repairs to Full and Partial Dentures	A benefit only if performed more than 6 months after the insertion of the complete or partial denture.
Tissue Conditioning Per Denture Unit	Limited to two times in any 36 consecutive months.
Relining Dentures Rebasing Dentures	Limited to relining or rebasing done more than 6 months after the initial insertion and then not more than one time in any 36 consecutive month period.

TYPE IIIB - INLAY, ONLAY AND CROWN SERVICES

(Temporary restorations and appliances are not separately allowed as benefits.)

PROCEDURE	BENEFIT DESCRIPTION
-----------	---------------------

Metallic Inlays	Allowance for inlays will be limited to the allowance for an amalgam filling for the same number of surfaces, and then only if more than 84 months have elapsed since the last placement. This time requirement applies even if the existing inlay or onlay was not provided under this Contract. Not a benefit for children under age 16.
Crowns and Metallic Onlays	Benefit only when the tooth cannot be restored by an amalgam or composite filling, and then only if more than 84 months have elapsed since the last placement. This time requirement applies even if the existing crown or onlay was not provided under this Contract. Not a benefit for children under age 16.
Stainless Steel Crowns, Resin Crowns	Benefit only when the tooth cannot be restored by a filling and then only 1 time in any 36 consecutive month period. Limited to children under the age of 16.
Core (Crown) Buildup including any pins	Benefit when required for retention of a crown or onlay and only when necessary due to extensive loss of tooth structure caused by decay or fracture.
Post and Core (in conjunction with a Crown or Onlay)	Benefit on endodontically treated teeth, when required for retention of a crown or onlay and only when necessary due to extensive loss of tooth structure caused by decay or fracture.
Implant Restorations	The surgical placement of an implant is not a covered benefit. The placement of the crown, full or partial denture, or bridge over the implant is covered once in 84 months for restorations involving the same tooth. This limitation includes any prior Special Restorative or Prosthodontic benefits for the same tooth. Not a benefit for children under age 16.

TYPE IIIB - FIXED BRIDGEWORK SERVICES

PROCEDURE	BENEFIT DESCRIPTION
-----------	---------------------

Fixed Bridges (Only a benefit to replace a Functioning Natural Tooth that was extracted while the patient was covered under the Contract.)	Benefits for the replacement of an existing fixed bridge are a benefit only if the existing fixed bridge is more than 84 months old, is not serviceable, and cannot be repaired. This time requirement applies even if the existing fixed bridge was not provided under this Contract.
Core (Bridge) Buildup including any pins (in conjunction with a Bridge Abutment)	Benefit when required for retention of a fixed bridge and only when necessary due to extensive loss of tooth structure caused by decay or fracture.
Post and Core (in conjunction with a fixed bridge)	Benefit on endodontically treated teeth, when required for retention of a fixed bridge and only when necessary due to extensive loss of tooth structure caused by decay or fracture.

TYPE IIIB - DENTURE AND PARTIAL DENTURE SERVICES

PROCEDURE

BENEFIT DESCRIPTION

Full Dentures (Only a benefit if it includes the replacement of at least one Functioning Natural Tooth that was extracted while the patient was covered under this Contract.)	Benefit for replacement is a benefit only if more than 60 months have elapsed since the last placement and it cannot be repaired or made serviceable. This time requirement applies even if the existing denture was not provided under this Contract. There are no additional benefits for personalized dentures, overdentures or associated procedures.
Partial Dentures (Only a benefit to replace a Functioning Natural Tooth that was extracted while the patient was covered under this Contract.)	Benefit for replacement is a benefit only if more than 60 months have elapsed since the last placement and it cannot be repaired or made serviceable. This time requirement applies even if the existing partial denture was not provided under this Contract. There are no additional benefits for precision or semi-precision attachments. The benefit for a partial denture includes any clasps and rests and all teeth. Not a benefit for Covered Persons under 16 years of age.

TYPE IV ORTHODONTIC BENEFITS

PROCEDURE BENEFIT DESCRIPTION

Orthodontic surgery	The surgical exposure of impacted or unerupted tooth for orthodontic purposes, and other orthodontic surgeries .
Active Orthodontic treatment	<u>Active Orthodontic Treatment</u> is the corrective movement of the teeth through the alveolar bone by means of active appliances or braces to correct a handicapping malocclusion of the mouth. Passive orthodontic appliances such as retainers are not Active Orthodontic Treatment. Allowance will be based on total case fees to include active treatment and post treatment retention or stabilization and all payments will be on a periodic basis, in accordance with the Dentist's proposed period of active treatment. Separate benefit will not be made for post treatment stabilization.
Limitations on Orthodontic Benefits	a) No benefits will be provided for: • Replacement or repair of appliances. • Orthodontic care provided in the treatment of periodontal cases or cases involving treatment or repositioning of the temporomandibular joint or related conditions. b) Periodic Orthodontic payments will end upon termination of treatment for any reason prior to completion of the case, or upon termination of the Covered Person's eligibility. c) For an Orthodontic treatment plan started prior to the eligibility date of the patient, Delta Dental will begin periodic payments with the first payment due following the patient eligibility date. The maximum benefit will be determined based upon the prior carrier's payment history.

GENERAL LIMITATIONS – ALL SERVICES

a. Alternate Benefits

There is often more than one service or supply that can be used to treat a dental problem or disease. In determining the benefits allowed on a claim, different materials and methods of treatment will be considered. The Covered Service will be limited to the Covered Amount for the least costly Covered Service that meets broadly accepted standards of dental care as determined by Delta Dental. The Covered Person and his Dentist may decide on a more costly procedure or material than Delta Dental determines to be satisfactory for the treatment of the condition. Delta Dental will pay a benefit toward the cost of the selected procedure or material at the Coinsurance level shown on the Declaration page. Payment will be limited to the Covered Amount for the least costly treatment. **Alternate benefits will not be given on non-covered services.**

b. Benefits for temporary services

Temporary dental services will be considered an integral part of the final dental service rather than as a separate service. The combined benefit allowed for a temporary service and the final dental service will be limited to the maximum benefit allowed for the final dental service.

c. Separate charges for services related to a primary procedure

When certain complicated dental procedures are performed, other less extensive procedures are performed at the same time as component parts of the primary procedure. These less extensive procedures are considered to be integral components of the primary procedure. Even if the Dentist bills separately for the primary procedure and each of its component parts, the total benefit allowed for all related charges will be limited to the maximum benefit allowed for the primary procedure.

EXCLUSIONS

- a) Services for injuries or conditions which are compensable under Worker's Compensation or employer's liability laws, or Services which are provided to the Covered Person by any federal or state government agency or are provided without cost to the Covered Person by any municipality, county or other political subdivision, or any Services for which the Covered Person would have no obligation to pay in absence of this coverage, except as such exclusion may be prohibited by law.
- b) Completed dental Services are Benefits when provided by a Dentist (or other person legally permitted to perform such Services by authority of license) and are determined under the standards of generally accepted dental practice to be Necessary and appropriate. Benefits will be determined (even if no monies are paid) based on the terms of the Contract and Delta Dental's Processing Guidelines.
- c) Any Covered Service Started when the person was not eligible for such Service under this Contract including during any applicable Waiting Period.
- d) Services for treatment of congenital (present at birth) or developmental (following birth) malformations, except intraoral dental Services for treatment of a condition which is related to or developed as a result of cleft lip and/or cleft palate, unless otherwise included as a Covered Service of this Contract.
- e) Any procedure, service or supply provided primarily for cosmetic purposes. Facings or Veneers placed on crowns or Bridge units for molar teeth will always be considered cosmetic. Delta Dental will limit their allowance to a Covered Service without Facings or Veneers and the patient is responsible for the remainder of the Dentist's fee.
- f) Services for restoring tooth structure lost from wear, erosion, attrition, abrasion or abfraction.
- g) Services related to protecting, altering, correcting, stabilizing, rebuilding or maintaining teeth due to improper alignment, occlusion or contour.
- h) Services related to periodontal stabilization of teeth.
- i) Habit appliances, night guards, occlusal guards, athletic mouth guards and gnathological (jaw function) Services, bite registration or analysis, or any related Services.
- j) Pre-medication, analgesia, hypnosis or any other patient management Services (except covered anesthetic Services).
- k) Charges for prescription drugs.
- l) Any Experimental or Investigational Procedures.
- m) Services that may otherwise have been covered, but due to the patient's underlying condition would not prove successful to improve the oral health of the patient.
- n) Any procedures done in anticipation of future need (except Covered Preventive Services).
- o) Hospital costs and any additional fees charged by the Dentist or hospital for hospital services or visits, or charges for use of any facility.
- p) Any anesthesia service not specifically included in Covered Services.
- q) Intraoral grafts when done in areas where a tooth/teeth are not present.
- r) Extraoral grafts (grafting of tissues or other substances from outside the mouth to or into oral tissues), augmentations and/or any associated appliances. Removal of implants or any associated Services.
- s) The surgical placement of an implant is not a covered benefit
- t) Myofunctional therapy or speech therapy.
- u) Orthodontic Services including any related diagnostic, preventive or interceptive Services (surgical and other treatment of malalignment of teeth and/or jaws), unless noted as a benefit on the Summary of Dental Plan Benefits.
- v) Services for the treatment of any disturbances of the temporomandibular joint (TMJ), facial pain, or any related conditions, including any related diagnostic, preventive or interceptive Services.
- w) Services not performed in accordance with the laws of the State of Colorado, Services performed by any person other than a person authorized by license to perform such Services, or Services performed to treat any condition, other than an oral or dental disease, malformation, abnormality or condition.
- x) Oral hygiene instructions or dietary instructions.
- y) Completion of forms, providing diagnostic information or records, or duplication of x-rays or other records.
- z) Replacement of lost, stolen or damaged appliances.
- aa) Repair of appliances altered by someone other than a Dentist.
- bb) Any Services including any associated Services or procedures not specifically included in Covered Services.
- cc) Services for which charges would not have been made if this coverage had not existed, except for Services as provided under Medicaid.
- dd) Missed appointment charges.
- ee) Preventive control programs, including home care items.
- ff) Plaque control programs.
- gg) Self-inflicted injuries.
- hh) The initial placement of a full denture or partial denture unless the appliance replaces at least one Functioning Natural Tooth that was extracted while the Person was covered under this Contract. Only one full or partial denture is a benefit per arch in any 60-month period.
- ii) The initial placement of a fixed bridge unless it includes the replacement of a Functioning Natural Tooth extracted while the Person was insured under this Contract and only if that tooth was not an Abutment to an existing fixed bridge which is less than 84-months old. If a bridge replaces more than one extracted permanent Natural Tooth, benefit will be limited to the replacement of those teeth which were extracted while the Person was covered under the Contract.
- jj) Replacement of a complete denture, partial denture, or fixed bridge is not a Covered Service unless:
 1. replacement of the current full or partial denture occurs at least 60 months after the initial date of insertion, even if the existing appliance was not provided under this Contract; or
 2. replacement of an existing fixed bridge occurs at least 84 months after the initial date of insertion, even if the existing appliance was not provided under this Contract; or
 3. the replacement appliance is required by the Necessary extraction of a Functioning Natural Tooth while the Person is covered; or
 4. the replacement is made Necessary by a covered Dental Injury to Sound Natural Teeth provided the treatment is Started within 60 days of the injury. (Chewing injuries are not considered covered Dental Injuries).
- kk) The replacement of a fixed bridge unless the existing fixed bridge is at least 84 months old, is not serviceable and cannot be repaired. This time requirement applies even if the existing fixed bridge was not provided under this Contract.

- ll) The replacement of an existing crown, inlay, onlay or other cast restoration, unless the existing cast restoration is at least 84 months old, is not serviceable and cannot be repaired. The time requirement applies even if the existing cast restoration was not provided under this Contract.
- mm) Benefit for prefabricated stainless steel and resin crowns are a benefit only for covered dependent children who are under the age of 16, subject to any applicable Waiting Period or reduced Coinsurance which might apply. Prefabricated resin crowns are a benefit on anterior teeth only. Benefits for the replacement of a prefabricated crown are not a benefit within 36 months of the placement of an existing prefabricated crown.
- nn) No benefit will be provided for temporary or interim partial dentures. Charges for temporary partial dentures are chargeable to the patient.
- oo) Bone grafting when done in the same site as a tooth extraction, implant, apicoectomy or hemisection.

COORDINATION OF BENEFITS

Coordination of Benefits means taking other Plans into account when paying Benefits. Coordination of Benefits will apply when a Covered Person has coverage under more than one Plan. The Benefits of this Plan will be coordinated with the other Plan(s).

Plan: Any Plan that provides benefits or Services for dental care expenses on a group or individual basis. This includes group and blanket insurance, self-insured and prepaid plans, automobile fault or no-fault insurance and government plans (except Medicaid).

Primary Coverage: Coverage that has the first responsibility for paying a claim. The Primary Coverage must pay up to its full liability.

Secondary Coverage: Coverage responsible for paying a claim after the Primary Coverage has paid up to its full liability.

The rules for the order of benefit payment are summarized below.

- The Plan covering a Covered Person as an Employee will be primary over the policy or program covering a Covered Person as a Dependent.
- Dependent children's benefit payment determination will be as follows:
 - ❖ The Plan of the parent whose birthday (excluding year of birth) occurs earlier in a year will be primary, or;
 - ❖ If the parents are separated or divorced, the Plan of the parent who is ordered by court decree to take financial responsibility for dental expenses will be primary, or;
 - ❖ The Plan of the parent with custody is Primary and if the custodial parent has remarried, the step-parent's Plan is Secondary and the Plan of the parent without custody pays third.
- If the above rules do not establish an order of benefit payment, the Plan that has covered the Person for the longer period of time will be Primary except that the Plan covering the Person as a laid-off or retired employee or Dependent of such Person will be considered Secondary to any other Plan covering the Person.
- Any group Plan that does not contain a Coordination of Benefits provision is automatically primary.

If this Plan is Primary, this Plan will provide Benefits without regard to benefits provided by any other Plan. If this Plan is Secondary, this Plan will provide Benefits, which together with the other Plan will not exceed 100% of the allowable expense or this Plan's maximum benefit.

SUBROGATION

Delta Dental is entitled to enforce by its direct suit, or as co-plaintiff with a Covered Person, the Covered Person's claim against any third party to the extent of Benefits paid for, or on behalf of, a Covered Person by Delta Dental. When Delta Dental provides benefit payments for injuries sustained by a Covered Person and the Covered Person subsequently obtains a settlement from a third party which includes such costs, the Covered Person is obligated to refund to Delta Dental the amount equal to the benefit payment made to, or on behalf of, the Covered Person.

APPEAL PROCESS

A Covered Person has the right to appeal any adverse determination made on a claim, whether in whole or in part. An appeal request may be submitted in writing within 180 days of the date of the original Explanation of Benefits to:

Delta Dental of Colorado

Appeals Analyst

PO BOX 172528

Denver, CO 80217-2528

A Covered Person may submit additional documentation in support of the appeal. A second-level or external appeal, in certain cases, may be available on qualified claims.

For those cases that qualify for an Independent External Review, a Covered Person may submit a request in writing within 60 days of the First or Second Level Appeal decision to the Appeals Analyst at the address above. The request must include a completed External Review Request Form that includes a signed consent authorizing Delta Dental to disclose protected health information pertinent to the external review. The Covered Person will be notified of the External Review Decision within 1 day of its receipt by Delta Dental.

HIPAA

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), your employer has agreed to:

- a) Not use or further disclose health information protected under HIPAA (Protected Health Information (PHI)) other than as permitted or as required by law;
- b) Ensure that any agents who receive PHI agree to the same restrictions that apply to your employer;
- c) Not to use or disclose PHI for employment-related actions and decisions;
- d) Report to the Plan any non-compliant use or disclosure of PHI that your employer is aware of;
- e) Make PHI available for an individual participant's own access and provide participants with the ability to amend or correct their own PHI upon request;
- f) Provide an accounting of its disclosures to individuals and make its practices relating to the use or disclosure of PHI available to the Secretary of HHS;
- g) Ensure that appropriate separation between the Plan and the Plan Sponsor was established as required by HIPAA and is supported by reasonable and appropriate security controls;
- h) If possible, return or destroy all PHI received from the health Plan when no longer needed for its purpose;
- i) Implement administrative, physical and technical safeguards that protect the confidentiality, integrity, and availability of the electronic protected health information that is managed on behalf of the group health plan;
- j) Ensure that any agent to whom it provides this information agrees to implement security measures to protect the information; and

- k) Report to the group health plan any security incident of which it becomes aware.

COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)

Applies to Groups with 20 or more employees.

Covered Persons may be eligible to continue coverage under COBRA. The benefits will be the same as the benefits active Employees receive. The Covered Person will be responsible for the entire Premium amount, which cannot exceed 102% of the cost to the plan for a similarly situated active individual.

Qualifying events determine eligibility for COBRA coverage and the length of continuation. Eligible employees and dependents who lose coverage due to either the employee's termination of employment (other than gross misconduct) or a reduction in work hours to less than minimum may continue coverage for 18 months following the month in which the qualifying event occurs.

Eligible dependents who lose coverage due to any of the following Qualifying Events may elect to continue coverage for 36 months following the month in which the initial event occurs.

- An eligible employee's death;
- A divorce or legal separation from an eligible employee;
- A dependent child's ceasing to qualify as an eligible dependent under this Program; or
- An eligible employee's entitlement to Medicare benefits.

When the qualifying event is termination of the Employee's service, COBRA coverage may be extended for a Covered Person who qualifies for Social Security disability benefits. However, the Covered Person's disability must have existed on the date of the qualifying event or began within the first 60 days of COBRA coverage. When a qualifying event occurs, the employer must give the Covered Person the necessary COBRA election form. This must be completed and returned to the employer within 60 days of the determination and before the end of the initial 18-month COBRA coverage period in order to extend COBRA coverage to 29 months.

COBRA Continuation coverage will be effective the first day of the month following termination of coverage. You must notify the plan administrator of your election of continuation of coverage within 60 days. Premium must be paid no later than 45 days after the election of continuation of coverage. Premium must be received by Delta Dental before any claims will be paid.

COBRA Continuation coverage will terminate on the earliest of the following:

- a) the last day of the month in which COBRA Continuation ends;
- b) the day the Contract terminates;
- c) the last day of the month that premium has been paid;
- d) the day the person becomes entitled to Medicare;
- e) the day the person becomes eligible for coverage under another group plan.

Continued Health Coverage required by the State of Colorado

Applies to Groups with less than 20 employees.

Covered Persons who have been continuously covered under this Contract for at least 6 months may be eligible to continue coverage for 18 months under State Continuation. The coverage, including premium and benefits, will be the same as the coverage active Employees receive, except that the Covered Person will be responsible for the entire Premium amount.

Qualifying events determine eligibility for State Continuation. Termination of service is a qualifying event. Reduction in hours is also a qualifying event for Employees who are required to work at least 40 hours per week to receive benefits and whose hours have been reduced below 30 hours per week *if* the reduction in hours was imposed due to economic conditions *and* the employer intends to restore the employee to a full 40 hour work schedule once economic conditions improve. For a covered Dependent, a qualifying event includes the Employee's death or divorce.

State Continuation coverage will be effective the first day of the month following termination of coverage. Within 60 days of the coverage termination, the Group must supply eligibility and premium to Delta Dental in order for the covered Person's benefits to continue.

State Continuation coverage will terminate on the earliest of the following:

1. The last day of the month after 18 months of continued coverage;
2. The day the Contract terminates;
3. The last day of the month that premium has been paid;
4. The day the person becomes entitled to Medicare;
5. The day the person becomes eligible for coverage under another group plan; or
6. In the case of a Dependent child, the day he no longer meets the definition of Dependent.

GLOSSARY

ALTERNATE BENEFIT means that benefit allowed for the least costly, commonly accepted Service or supply that could be used to treat a dental problem for which there are other, more costly treatment options that the Covered Person selects.

BENEFITS means those Services and supplies covered pursuant to the terms of the Contract. Benefits for all Covered Services are subject to the limitations and exclusions noted in this Benefit Booklet.

COINSURANCE means the percentage of a Covered Amount which is payable by Delta Dental. The Coinsurance for each type of Covered Service is shown on the Summary of Dental Plan Benefits. The Coinsurance applicable to a Covered Person will vary depending upon the type of dental Service.

COMPLETED means:

- For Root Canal Therapy: On the date the canals are permanently filled.
- For Fixed Bridges (fixed partial dentures), Crowns, Inlays, Onlays, and other laboratory prepared restorations: On the date the restoration is cemented in place.
- For Dentures and Partial Dentures (removable partial dentures): On the date that the final appliance is first inserted in the mouth.
- For all other Services, on the date the procedure is Started.

For benefit payment purposes, the date Completed will be considered as the date when a Covered Service is incurred.

DEDUCTIBLE means the portion of the Covered Amount for certain Covered Services which must be paid in full for each Covered Person before any Benefits are payable. The amount of the Deductible is shown on the Summary of Dental Plan Benefits. If there is a maximum amount that a family must pay in Deductibles that will also be shown on the Summary of Dental Plan Benefits.

DENTAL INJURY is an injury to a Sound Natural Tooth (other than a chewing injury) sustained while covered under the Contract, which is caused solely by a sudden violent act, or accident that could not be predicted in advance or avoided. A chewing injury is any injury that occurs during the act of biting or chewing regardless of whether the injury is caused by biting food or a foreign object.

DENTIST means an individual licensed to practice dentistry at the time and in the place Services are provided.

DEPENDENT means

- the Employee's lawful spouse, including common law spouse;
- an unmarried dependent child under the Dependent Age Limit shown on the Summary of Dental Plan Benefits;
- an unmarried dependent child who reaches the Dependent Age Limit stated on the Summary of Dental Plan Benefits, is incapable of self-support because of physical handicap or mental incapacity that began before reaching the Dependent Age Limit, and is dependent on the Employee. Delta Dental may annually request a copy of the court-ordered guardianship as proof of such handicap or incapacity and dependency. Upon failure to submit such required proof, or when the child is no longer incapacitated, coverage will terminate.

Eligible Dependent children include natural children, stepchildren, court-ordered guardianship, adopted children, and foster children, provided such children are dependent on the eligible Employee.

No one may be covered as a Dependent and also as an Employee under this Contract. If both parents are covered as Employees, children may be covered as Dependents of one parent only.

Persons in active military service will not be considered as eligible Dependents.

If a Student Age Limit is shown on the Summary of Dental Plan Benefits, Dependent also means an unmarried dependent child who is a full-time student enrolled in an accredited school, college, or university, and who is under the Student Age Limit.

If no Student Age is shown on the Summary of Dental Plan Benefits, for a child who is over the age of 19, to be considered eligible the child must either have the same legal residence as the parent, or be financially dependent upon the parent.

EMERGENCY TREATMENT or EMERGENCY SERVICE means any necessary Service that is rendered as the direct result of an unforeseen occurrence or combination of circumstances that requires immediate, urgent action or remedy.

EMPLOYEE means someone who works the minimum number of hours as defined by the employer.

EXPERIMENTAL OR INVESTIGATIONAL PROCEDURES means those services or supplies that are not generally accepted in the dental community as being safe and effective, as defined by Delta Dental.

FUNCTIONING NATURAL TOOTH: A permanent (adult) Natural Tooth which is performing its normal role in the mastication (i.e. chewing) process in the Covered Person's upper or lower arch and which is opposed in the Covered Person's other arch by another Natural Tooth or prosthodontic (i.e. artificial) replacement. Third molars are not considered Functioning Natural Teeth.

NATURAL TOOTH means any tooth or part of a tooth that is organic and formed by the natural development of the body (i.e., not manufactured). Organic portions of a tooth include the crown enamel and dentin, the root cementum and dentin, and the enclosed pulp (nerve).

NECESSARY means a Service that is required by, and appropriate for treatment of, the Covered Person's dental condition according to generally accepted standards of dental care as determined by Delta Dental.

MAXIMUM PLAN ALLOWANCE means the maximum allowable amount as determined by Delta Dental for a procedure.

SOUND NATURAL TOOTH means a Natural Tooth that is fully restored to function, does not have any decay, is not more susceptible to injury than a virgin tooth, and is without periodontal disease.

STARTED means

- For Full Dentures or Partial Dentures (removable partial dentures): The date the final impression is taken.
- For Fixed Bridges (fixed partial dentures), Crowns, Inlays, Onlays and other laboratory prepared restorations: The date the teeth are first prepared (i.e., drilled down) to receive the restoration.
- For Root Canal Therapy: The date the pulp chamber is first opened.
- For Periodontal Surgery: The date the surgery is actually performed.
- For All Other Services: The date the Service is performed

WAITING PERIOD means a period of time starting on a Covered Person's Effective Date (the date that Person's coverage under the Contract began) before Benefits for certain Services become payable. If a Covered Service is Completed before the Waiting Period for the Service ends, that Service is not covered under the Contract. If a Person's Coverage under the Contract ended and then the Person later becomes covered again, that Person's Effective Date is the most recent Effective Date unless stated otherwise in the Contract. **If Waiting Periods are applicable to coverage, they are noted on the Summary of Dental Plan Benefits.**

NOTICE OF PRIVACY PRACTICES

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

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

How We May Use and Disclose Health Information About You

In almost all cases, we may use and disclose protected health information for treatment, payment, and health care operations. For example, we may use and disclose protected health information:

1. To communicate with the dentist who provides, coordinates, or manages your care;
2. To determine how much or whom we should pay for covered services;
3. To assess the quality of care that our participating dentists provide.

Other categories describing how we may use and disclose your health information are listed below, along with some examples of these uses and disclosures.

To You and With Your Written Authorization: We may disclose your health information to you in the manner and for the purposes described in the “Your Rights” section of this Notice. You may revoke your authorization in writing at any time. Your revocation will not affect any use or disclosure permitted by your prior authorization while it was in effect.

To Your Family and Friends: We may disclose your health information to a family member, friend or other person if you provide us written authorization to do so.

Disclosure to Plan Sponsors: For example, to help the sponsor of your group health plan administer your benefits.

Health Related Benefits and Services: We may use or disclose health information about you to communicate to you about health-related benefits and services.

Research: We may use or disclose health information about you for research purposes. If we do, Delta Dental may be required to obtain an authorization from you for such use or disclosure.

Public Health and Safety: For example, to prevent or lessen a serious and imminent threat to the health or safety of a person or the general public.

Required by Law: For example, as required by federal or state statute or regulation, worker’s compensation or similar laws and state insurance and health regulatory authorities.

Lawsuits and Disputes: For example, in the course of any administrative or judicial proceeding.

Law Enforcement: For example, to identify or locate a suspect or to comply with a court order, a court ordered warrant, or a subpoena or summons issued by an officer of the court.

Military and National Security: For example, military, lawful intelligence, counter-intelligence, and other national security activities.

Your Rights Regarding Health Information About You

You have the following rights regarding health information we maintain about you:

Your Right to Inspect and Copy Your Health Information: To inspect and copy such information, you must submit your request in writing. If you request a copy of the information, we may charge you a reasonable fee to cover expenses associated with your request.

Your Right to Amend Protected Health Information: You may request that Delta Dental change your health information, although we are not required to do so. If your request is denied, we will provide you with information about our denial and how you can disagree with the denial. To request an amendment, you must make your request in writing. You must also provide a reason for your request.

Your Right to an Accounting of Disclosures Made by Delta Dental: You may request an accounting of disclosures made for purposes other than treatment, payment, health care operations or made to you. You must submit your request in writing. Your request should specify a time period of up to six years and may not include dates before April 14, 2003. Delta Dental will provide the first accounting per 12-month period free of charge; we may charge you for additional reports.

Your Right to Request Restrictions on Uses and Disclosures: Although you have this right, Delta Dental is not required to agree to the restrictions that you request. If you would like to make a request for restrictions, you must submit your request in writing.

Your Right to Request Confidential Communications Through a Reasonable Alternative Means or at an Alternative Location: To request confidential communications, you must submit your request in writing. We are not required to agree to your request, unless such disclosure could cause you to be in danger.

Your Right to a Paper Copy of this Notice: You may obtain additional paper copies of this Notice by sending us a written request. You may also obtain a copy of this Notice at our website www.deltadentalco.com.

Your Right to Obtain Additional Information or File a Complaint: Send us a written request if you would like to have a more detailed explanation of these rights. Complaints about how we handle your health information should be submitted in writing. If you believe your privacy rights have been violated, you may file a complaint with the Secretary of the Department of Health and Human Services. Delta Dental will not retaliate against you in any way if you choose to file a complaint with us or with the department.

Changes to this Notice

Delta Dental can amend this Notice at any time in the future and make the new Notice provisions effective for all health information that we maintain. We will promptly revise our Notice and distribute it to you whenever we make significant changes. Delta Dental is required by law to comply with the current version of this Notice.

Send Written Requests Regarding this Privacy Notice to:

Privacy Officer
PO Box 5468
Denver CO 80217-5468

Visit Delta Dental's Website at:
www.deltadentalco.com

You can search for a Dentist, download a claim form or
access other personal account information.

Delta Dental of Colorado

4582 South Ulster Street, Suite 800
Denver, CO 80237
(303) 741-9300

Customer Service:

(303) 741-9305 or (800) 610-0201