



## **DELTA DENTAL OF COLORADO**

4582 South Ulster Street  
Denver, Colorado 80237

### **DELTA DENTAL BENEFITS CONTRACT**

The parties of this Contract are UNIVERSITY OF DENVER - COLORADO SEMINARY, herein called the "Group," "Applicant," or "Employer" and Colorado Dental Service Inc., d/b/a Delta Dental of Colorado, herein called "Delta Dental." The Group's Application, a copy of which is attached as Exhibit A, and the attached appendices and riders constitute the entire Contract of the parties and will become binding upon the parties and their respective successors and assigns effective the 1st day of July, 2008 for a two year period and for successive one-year periods thereafter unless terminated as herein provided. This contract is issued and delivered in the State of Colorado, is governed by the laws of Colorado and is subject to the terms and conditions recited on the subsequent pages of this contract, and may not be changed, altered or terminated except in accordance with Article VII, RENEWAL AND TERMINATION of this Contract.

This DECLARATIONS PAGE supersedes any contrary provision of the subsequent sections of this contract.

### **DECLARATION PAGE**

**Group:**

**UNIVERSITY OF DENVER - COLORADO SEMINARY**

**Type of Contract:**

Delta Dental PPO

**Group Number:**

8826

**Contract Effective Date:**

July 1, 2008

**Contract Anniversary Date:**

July 1<sup>st</sup>

**Eligible Class:**

**All Full and Part Time appointed employees including qualified Retirees, those who are on sick leave, on FMLA or a Sabbatical, but excluding non-appointed and non-benefited employees.**

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.

Dependent children and spouses of above mentioned subscribers are also eligible. The term spouse includes same sex Domestic Partner.



**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.

**Eligibility Waiting Period:**

Active employees working the minimum number of hours as required by the employer will become eligible for enrollment on the first day of the month following their date of employment.

**Child Dependent Age Limit is to the end of the month in which they attain age 25.**

**Individual Calendar Year Deductible:**

\$50 deductible per person per calendar year on Type II and Type III Covered Services.

**Individual Calendar Year Maximum:**

\$1,500 Individual Calendar Year Maximum on Type I, II, and III Services. Delta Dental's payment for Type IV-Orthodontic Services will not exceed a lifetime maximum of \$1,000 per eligible person.



**Covered Services:**

	<b>PPO Dentist</b>		<b>Delta Dental Premier or *Non-Participating Dentist</b>	
	<b>Plan Pays /</b>	<b>Patient Pays</b>	<b>Plan Pays /</b>	<b>Patient Pays</b>
<b>Type I Services</b>				
Diagnostic & Preventive Services	100%	0%	100%	0%
Dental X-Rays	100%	0%	100%	0%
Sealants	100%	0%	100%	0%
<b>Type II Services</b>				
Endodontic Services	80%	20%	80%	20%
Periodontic Services	80%	20%	80%	20%
Basic Restorative Services	80%	20%	80%	20%
Simple Extractions	80%	20%	80%	20%
Complex Extractions	80%	20%	80%	20%
<b>Type III Services</b>				
Relines and Repairs	50%	50%	50%	50%
Special Restorative Services	50%	50%	50%	50%
Prosthetic Services	50%	50%	50%	50%
TMJ Treatment	50%	50%	50%	50%
<b>Type IV Services</b>				
Orthodontic Services (no age limit)	50%	50%	50%	50%

The orthodontic age limitations are hereby waived for eligible Employees, spouses and dependent children. See Delta Dental Benefits Rider Voluntary08SPEC, the ORTHODONTIC RIDER and the Evidence Based Dentistry (EBD) Rider for details of all benefits.

**\* 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.**

**Rates:**

- Employee only - \$43.15 per month per Subscriber
- Employee with one dependent - \$88.98 per month per Subscriber
- Employee with two or more dependents - \$151.70 per month per Subscriber

These rates are contingent upon the greater of 5 employees enrolled or 20% of eligible employees.

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.



**Riders or Appendices Attached**

**Countersigned:  
Delta Dental of Colorado**

*Jean Lawhead*  
**Signature**

---

**Date**

**Accepted:  
UNIVERSITY OF DENVER - COLORADO SEMINARY #8826**

---

**Signature**

---

**Date**

## ARTICLE I. DEFINITIONS

For the purpose of this Contract, the following definitions will apply:

- 1.1 **ALTERNATE BENEFIT** 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 Subscriber selects.
- 1.2 **APPLICANT** means the Group or Employer for whose Employees dental benefits are being provided.
- 1.3 **BENEFITS** means those dental Services that are available under the terms of this Contract as specified in the Benefits Rider, BENEFITS, LIMITATIONS and EXCLUSIONS.
- 1.4 **COINSURANCE** means the percentage of a Covered Amount which is payable by Delta Dental. The Coinsurance for each type of Covered Service is noted on the Declaration Page. The Coinsurance applicable to a Subscriber will vary depending upon the type of dental Service.
- 1.5 **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.
- 1.6 The **CONTRACT ANNIVERSARY DATE or ANNIVERSARY DATE** is noted on the declaration page of this Contract and will be defined as the first day of each Contract Year subsequent to the initial Contract Year.
- 1.7 **CONTRACT** means this agreement between Delta Dental and the Applicant including the attached appendices, exhibits and riders, if any. This Contract constitutes the entire agreement between the parties.
- 1.8 **CONTRACT TERM** means the period of time from the Effective Date of the Contract until it is terminated in accordance with the provisions of Article VII.
- 1.9 **CONTRACT YEAR** is the 365-successive-day period (or, if a February 29 is encompassed, the 366-successive-day period) beginning on the Effective Date set forth in this Contract, and successive one-year periods thereafter unless terminated.

- 1.10 **COVERED AMOUNT** means
- For Premier 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.
- 1.11 **COVERED SERVICES** means those Services and supplies covered pursuant to the terms of this Contract. Benefits for all Covered Services are subject to the limitations and exclusions noted in this Contract.
- 1.12 **DEDUCTIBLE** means the portion of the Covered Amount for certain Covered Services which must be paid in full for each Subscriber before any Benefits are payable. The amount of the Deductible is noted on the Declaration Page. If there is a maximum amount that a family must pay in Deductibles, that will also be noted on the Declaration Page.
- 1.13 **DENTIST** means an individual licensed to practice dentistry at the time and in the place Services are provided.
- 1.14 **DEPENDENT** means
- the Employee's lawful spouse, including common law spouse;
  - an unmarried dependent child under the Dependent Age Limit noted on the Contract Declaration Page;
  - an unmarried covered dependent child who reaches the Dependent Age Limit noted on the Declaration Page, is incapable of self-support because of physical handicap or mental incapacity that began before reaching the Dependent Age Limit, and is chiefly dependent on the Employee for support and maintenance. 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 Declaration Page, 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 Declaration Page, 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.*

- 1.15 **EFFECTIVE DATE** is the date on which coverage begins under the Contract.
- 1.16 **ELIGIBLE CLASS** is a category of Employees who are eligible for coverage under the Contract. A list of Eligible Classes is noted on the Declaration Page.
- 1.17 **ELIGIBILITY WAITING PERIOD** means a specified period of employment that an Employee must complete before becoming eligible for coverage under the Contract. The length of the Eligibility Waiting Period is chosen by the Applicant and may differ for different Eligible Classes. The Eligibility Waiting Period, if any, is noted on the Declaration Page and in Article III, Section 3.02 and 3.05.
- 1.18 **EMPLOYEE** means someone who works at a minimum the number of hours as defined by the Employer.
- 1.19 **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.
- 1.20 **GROUP** means the Applicant or Employer for whose Employees dental benefits are being provided.
- 1.21 **LATE ENROLLMENT** means enrollment occurring after the period of initial eligibility. Any Late Enrollee must be continuously enrolled for a period of 12 consecutive months before Covered Services other than the ones noted on the Declaration Page become payable under the Contract. The exceptions to this rule are:
- a) an Employee or Dependent who involuntarily loses coverage through another group insurance plan. (Involuntary loss of coverage is defined as loss due to death, divorce, loss of job, or termination of benefits by the employer.) Such Employee or Dependent will be allowed to enroll within 31 days of the loss of coverage with satisfactory proof of coverage loss and will not be considered a Late Enrollee upon enrollment.
  - b) a dependent child prior to their 4th birthday may be added on any Contract Anniversary Date. Such child will not be considered a Late Enrollee upon enrollment.
- If the Applicant has chosen Late Enrollment, then the option will be noted on the Declaration Page.**
- 1.22 **MAXIMUM PLAN ALLOWANCE** means the maximum allowable amount as determined by Delta Dental for a procedure. Delta Dental evaluates these amounts twice annually, and may increase or decrease fees for any given procedure.
- 1.23 **NECESSARY** means a Service that is required by, and appropriate for treatment of, the Subscriber's dental condition according to generally accepted standards of dental care as determined by Delta Dental.

- 1.24 **NON-PARTICIPATING DENTIST** means a licensed Dentist who is not currently contracted with Delta Dental as a Participating Dentist.
- 1.25 **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 Applicant's Anniversary Date. **If the Applicant has chosen an Open Enrollment period, then the option will be noted on the Declaration Page.**
- 1.26 **PARTICIPATING DENTIST** means a licensed Dentist who is currently contracted with Delta Dental.
- Premier Participating Dentist** means a Dentist licensed to practice who has executed a Premier Participating Dentist Agreement with Delta Dental.
- PPO Participating Dentist** means a Dentist licensed to practice who has executed a PPO Dentist Agreement with Delta Dental.
- 1.27 **PREMIUM** means the amount of money paid for each Subscriber to purchase the Benefits provided by this Contract, as provided in Article II.
- 1.28 **PRE-TREATMENT ESTIMATE** is a service offered by Delta Dental to review a Dentist's statement, including diagnostic material, describing his planned treatment and expected charges for the purpose of determining Benefits available under the terms of this Contract.
- 1.29 **SERVICE** means a procedure or supply that is provided by a Dentist in connection with the dental care of a Person.
- 1.30 **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.

- 1.31 **SUBSCRIBER** means:
- an Employee or Dependent who is eligible to be covered under this Contract pursuant to Article III, is enrolled for the Group Dental Benefits provided in accordance with this Contract, and for whom the appropriate monthly Premium specified in Article II is received; or
  - a person ceasing to be eligible who elects continued coverage as provided in Article VIII, is enrolled for the Group Dental Benefits provided in accordance with this Contract and for whom the appropriate monthly Premium specified in Article II is received.
- 1.32 **TIED-TO-MEDICAL** means the Applicant has packaged the dental benefits with the medical plan that the Applicant offers. Only those who enroll for medical coverage will be considered Subscribers under a dental Contract that is tied-to-medical. **If the Applicant has chosen Tied-To-Medical, then the option will be noted on the Declaration Page**
- 1.33 **WAITING PERIOD** means a period of time starting on a Subscriber'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 that 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 Declaration Page.**
- 1.34 **WAITING PERIOD CREDIT** means a period of time the Employer has agreed to waive, or credit, the Waiting Period before Benefits for certain Services become payable. This Credit is only applicable for Subscribers effective on the Group's initial effective date. **If Waiting Period Credits are applicable to coverage, they are noted on the Declaration Page.**

## **ARTICLE II. MONTHLY PREMIUM**

- 2.01 **PREMIUM DUE DATE.** The Group agrees to remit to Delta Dental during the Contract Term, a monthly Premium that will become due and payable on the first day of the month, for each Subscriber.
- 2.02 **MONTHLY PREMIUM.** The Monthly Premiums for each Subscriber are as noted on the Declaration Page.
- 2.03 **INITIAL PREMIUM.** This Contract will not be in effect until the initial Premium is received by Delta Dental. Subsequent Premiums will become due and payable on the first day of each month.
- 2.04 **PREMIUMS AT TERMINATION.** In the event this Contract terminates for any reason, the Applicant will be liable for all Premiums due but unpaid.

- 2.05 **CHANGE OF PREMIUM RATES.** In the absence of an amendment mutually agreed upon between Applicant and Delta Dental, no change in Premium rates will be made during a Contract Year except as provided in this Article, Section 2.06.
- 2.06 **EFFECT OF PREMIUM TAX CHANGES.** If during a Contract Year, any new tax is imposed on Delta Dental by any government agency on the amount of Premium payable under this Contract or the number of persons covered, or if the rate of an existing tax on the amount of Premium or the number of persons covered is increased, the Monthly Premium stated in this Article, Section 2.02 will be increased by the amount of any such new tax or increased tax.
- 2.07 **CLERICAL ERRORS.** Clerical errors or delays in maintaining or exchanging data relative to coverage will not validate or invalidate coverage that would otherwise be in force. Upon discovery of such errors or delays, an adjustment of charges will be made.
- 2.08 **GRACE PERIOD.** The Contract has a Grace Period extending to the last day of the month during which Premium is due, except for the initial Premium referenced in this Article, Section 2.03. The coverage remains in force during this Grace Period unless terminated by the Group. If the Premium is not paid by the end of the Grace Period, the Contract will terminate as of the last date of the Grace Period. Premiums are due through the last day of the Grace Period, including the Grace Period.
- 2.09 **REFUNDS.** Delta Dental must be informed when any Subscriber is no longer eligible. Failure to provide timely notice does not continue a Subscriber's coverage past the time it would otherwise have ended. However, if Delta Dental has been paid Premium on behalf of a Person who is no longer covered, Delta Dental will provide a Premium refund for that person for the period the Premium was paid in error up to a maximum of three months or to the last Contract Anniversary, whichever is less. If any Benefits were paid on behalf of the person after his coverage terminated, the full amount of the Benefits paid in error must be repaid to Delta Dental before any refund of Premium will be provided.

## ARTICLE III. ELIGIBILITY

3.01 **ELIGIBILITY.** Any Subscriber who is in an Eligible Class may enroll for coverage under this Contract within 31 days after the completion of the Eligibility Waiting Period or during an Open Enrollment period, if offered by the Employer.

a) **BECOMING COVERED.** Delta Dental must receive enrollment data in a format acceptable to Delta Dental for each Subscriber who wishes to enroll. The enrollment data must be received by Delta Dental within 30 days following an Employee's or Dependent's enrollment. The enrollment data submitted to Delta Dental must include the Subscribers address, gender, social security number, date of birth and effective date. If the Subscriber chooses to enroll his Dependents, each Dependent's name (including surname if different from Employee's), relationship to the Subscriber, address, gender, social security number and date of birth must be submitted.

- Coverage is effective after the eligibility waiting period as indicated on the Declaration Page, providing the person enrolls for coverage.
- An Employee may not enroll his eligible Dependents unless he is also enrolled for coverage under the Contract.

b) **FAILURE TO ENROLL WITHIN CONTRACTUAL TIME FRAME.**

- Late Enrollment. If a Subscriber fails to enroll within the time frame described in Article III, Section 3.01a, the Subscriber will be considered a Late Enrollee and will receive Benefits as described in Article I for Late Enrollment.
- Open Enrollment. If a Subscriber fails to enroll within the time frame described in Article III, Section 3.01a, he may not enroll until the next regularly scheduled Open Enrollment for the Group.
- Tied-to-Medical. Eligibility for the dental plan will be the same as that required by the medical plan.

c) **MAINTAINING COVERAGE.** The Group will compile and furnish Delta Dental on or prior to the first day of every month a list of any coverage additions, changes, or terminations pertaining to Subscribers. Delta Dental will not be obligated to provide Benefits for any employee or dependent, unless the person is reported upon the list of Subscribers submitted by the Group and the appropriate monthly Premium is made as provided in Article II.

3.02 **EMPLOYEE ELIGIBILITY.** Eligible Employees may be enrolled for coverage under the Contract within 31 days of the date the Employee becomes eligible to enroll.

a) Any eligible Employees not enrolled as described above or who are enrolled and subsequently dropped from the plan will not be eligible to enroll at a later date, except during Open Enrollment or as a Late Enrollee (depending on the Enrollment Type of the group).

- b) Any eligible Employees that suffer involuntary loss of coverage through another source will be allowed to enroll with satisfactory proof of coverage loss. Such Employees must be enrolled within 31 days of the loss of coverage.

3.03 **DEPENDENT ELIGIBILITY.** Dependents of an eligible Employee may be enrolled for coverage under the Contract 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 is 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 event.
  - the date the Contract is amended to provide Dependent coverage for the employment classification to which the Employee belongs. Coverage becomes effective on the first day of the month following this event.
- a) If the group's Enrollment Type is Tied-to-Medical: If enrolling one eligible dependent, all eligible dependents who are enrolled in the medical plan must be enrolled.
  - b) Newly acquired dependents must be added within 31 days of acquisition. If not added during this time:
    - If the group's Enrollment Type is Open Enrollment, the dependent can also be added during the Open Enrollment period.
    - If the group's Enrollment Type is Late Enrollment, a dependent can also be added as a Late Enrollee.
  - c) Any eligible dependents not enrolled as described above or who are enrolled and subsequently dropped from the plan will not be eligible to enroll at a later date, except during Open Enrollment or as a Late Enrollee (depending on the Enrollment Type of the group).
  - d) Any eligible dependents that suffer involuntary loss of coverage through another source will be allowed to enroll with satisfactory proof of coverage loss. Such dependents must be enrolled within 31 days of the loss of coverage.

3.04 **TERMINATION OF COVERAGE.** A Subscriber's coverage will terminate at the earliest of:

- The date Delta Dental receives a written request to terminate coverage;
- The date the Subscriber is no longer eligible for coverage;
- The date the Contract terminates;
- The end of the period for which Premium is paid;
- The date the Subscriber enters full-time military service of any country; or
- As to any Dependent, the date the person no longer qualifies as a Dependent.

Delta Dental must be notified within 60 days if a Dependent or Subscriber is no longer eligible.

**Family and Medical Leave (FMLA)** - Under the Family and Medical Leave Act of 1993, eligible Employees may take up to 12 weeks of unpaid leave in any 12-month period in the following circumstances:

- The birth, adoption or foster care placement of a child, provided the leave is completed within 12 months of the birth, adoption or placement.
- The serious medical condition of a parent of the Employee (i.e., not a parent-in-law) spouse or child (under age 18) or an adult child who cannot care for himself; or
- The Employee's own serious medical condition that prevents him from performing the functions of his job.
- The Employee's spouse, child or parent is on active duty or has been notified of an impending call to active duty in the Armed Forces.

An Employee who is a spouse, child, parent or next of kin of a member of the Armed Forces may be entitled to FMLA leave to care for a service member who incurred a serious injury or illness in the line of duty while on active duty. Such injury or illness must render the service member medically unfit to perform the duties of the member's office, grade, rank or rating. The length of such leave when combined with other FMLS qualifying leave is limited to 26 weeks in the 12 month period selected in the FMLA policy.

An Employee is eligible for FMLA leave if they have worked for their Employer for at least 12 months, and have worked for at least 1,250 hours over the previous 12 months, and work at a location where at least 50 employees are employed by the Employer within 75 miles. While an Employee is on FMLA leave, the Employer will continue to make its contribution to the cost of his health coverage. To maintain coverage, the Employee must make the same contribution to the cost of coverage as when he was at work. If such contributions are not made, coverage will terminate on the last day of the month for which the Employee makes the required contribution.

If the Employee does not return to work after an FMLA leave, and coverage has lapsed due to non-payment of Employee contributions, COBRA continuation coverage will be available on the earlier of the date the Employer is made aware of the Employee's intention not to return from leave or the day after the end of the approved FMLA Leave

If coverage lapses and the Employee returns to work following an approved FMLA leave, coverage will be reinstated for the employee and his or her covered dependents if the Employee returns to work in accordance with the terms of the FMLA leave. Coverage will be reinstated to the same extent that it was in force when that coverage terminated. Pre-existing conditions, limitations and other waiting periods will not be imposed unless they were in effect for the Employee and/or his or her dependents when coverage terminated.

- 3.05 **INVOLUNTARY LOSS OF COVERAGE DUE TO STRIKE, LEAVE OF ABSENCE OR LAYOFF.** An Employee who loses his coverage because of an absence from work due to strike, lay-off or leave of absence, and who returns to work within 6 months of the date on which the absence began, will become eligible to re-enroll for coverage on the first day of the month following his return to work. If the Employee's absence exceeds 6 months, then he will be considered a new Employee in every respect and must fulfill the eligibility requirements that apply to new Employees and all Contract provisions relating to the Deductible, Coinsurance, Contract Year Maximum, and Waiting Periods, if any, will apply to him as if he had not been previously covered. The following exception applies:

Delta Dental of Colorado complies with all regulations related to the Uniformed Services Employment and Reemployment Rights Act (USERRA) for Employees called to active duty in the uniformed services. Employees who return to active employment are eligible to enroll as if there had been no leave of absence for uniformed service provided they are still in an Eligible Class of Employee as defined by the group. In addition, USERRA allows for Employees to elect continuation of coverage when coverage would otherwise terminate due to an absence to serve in the uniformed services.

Services provided while an Employee is not eligible, due to their leave of absence, will not be covered by this Contract, unless the Employee or any Dependent elects continued coverage as provided in the Article VIII or according to USERRA where applicable.

- 3.06 **INVOLUNTARY LOSS OF "OTHER COVERAGE".** Any person not enrolled for the Benefits provided under this Contract who involuntarily loses his Other Coverage (i.e., dental insurance through another source) will be allowed to enroll with satisfactory proof of the loss of such Other Coverage. Such persons must be enrolled within 31 days of the loss of the Other Coverage. Coverage is effective the first day of the month following enrollment.
- 3.07 **VOLUNTARY TERMINATION OF COVERAGE.** For those groups offering Open Enrollment, any Subscriber who chooses voluntarily to terminate his coverage will not be eligible to re-enroll until the next regularly scheduled Open Enrollment for the Group that occurs after the date on which coverage for the person was voluntarily terminated. For those groups not offering Open Enrollment, a Subscriber who voluntarily terminates coverage and chooses to re-enroll will be considered a Late Enrollee and subject to the requirements of Late Enrollment.
- 3.08 **REVIEW OF RECORDS.** Applicant will permit Delta Dental, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect records of Applicant in order to verify the accuracy of lists of Subscribers prepared by Applicant and submitted to Delta Dental and to verify Applicant's compliance with Article II.

## ARTICLE IV. COORDINATION OF BENEFITS

- 4.01 **DEFINITIONS.** Coordination of Benefits: Means taking other Plans into account when paying Benefits.

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.

- 4.02 **WHEN COORDINATION OF BENEFITS APPLIES.**

Coordination of Benefits will apply when a Subscriber has coverage under more than one Plan. The Benefits of this Plan will be coordinated with the other Plan(s).

- 4.03 **RULES FOR COORDINATION OF BENEFITS**

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

- The Plan covering a Subscriber as an Employee will be primary over the policy or program covering a Subscriber 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.

## **ARTICLE V. CONDITIONS UNDER WHICH BENEFITS WILL BE PROVIDED**

5.01 **PAYMENT OF CLAIMS.** Covered Services will not include, and no payment will be made for expenses incurred for the performance of any dental Service not provided for in this Contract, including any attached Appendix, Amendment, or Rider. To submit the expenses to Delta Dental for consideration, the Service must be identified in terms of the American Dental Association Current Dental Terminology (Code on Dental Procedures and Nomenclature).

5.02 **APPEAL OF AN ADVERSE DETERMINATION OF A CLAIM.**

### **A. Internal Appeal Process - First Level Appeals**

If a Subscriber is dissatisfied with any adverse determination, a request for appeal may be submitted in writing within 180 days of the date of the original Explanation of Benefits to:

Delta Dental of Colorado  
Appeal Analyst  
PO BOX 172528  
Denver, CO 80217-2528

A Subscriber may submit additional documentation in support of the appeal.

Appeal requests will be reviewed by a Dentist and a clinical peer of the same or similar specialty as would typically manage the case being reviewed. The Dentist and the clinical peer will not have been involved in the initial adverse determination.

A written appeal decision will be issued to the Subscriber that explains the decision and the rationale for the decision. The appeal decision will be issued within 15 calendar days for pre-service denials and within 20 working days for post-service denials.

### **B. Internal Appeal Process - Second Level Appeals**

If the Subscriber remains dissatisfied with the outcome of the First Level Appeal decision, a request for a Second Level Appeal may be submitted. The request must be received within 30 days of the First Level Appeal decision and must be submitted to the address noted in 5.02 A. Additional documentation supporting the Second Level Appeal request may be submitted. This appeal will be evaluated by a review panel consisting of three people, two of whom are Dentists. The appeal panel will not have been involved in the case previously. The Subscriber, or a designated representative, may request to appear before the review panel either in person or by conference call.

A Second Level Appeal decision will be issued within 5 days of the date of the review panel's decision.

### **C. Internal Appeal Process - Expedited Appeals**

Subscribers may request expedited reviews of adverse determinations in situations where the time frame of the standard review procedures would seriously jeopardize the life or health of the Subscriber, would jeopardize the Subscriber's ability to regain maximum function, or, for persons with a disability, create an imminent and substantial limitation on their existing ability to live independently.

Expedited review decisions will be issued within 72 hours of the review being commenced.

### **D. Independent External Review (Not available for Self-Funded or Federal Groups)**

If a Subscriber remains dissatisfied with the outcome of the Second Level Appeal decision, an Independent External Review may be requested. Requests must be received in writing within 60 days of the Second Level Appeal decision and addressed to the Appeals Analyst at the address in 5.02 A. Requests must include a completed extended review request form from the Division of Insurance and a signed consent authorizing Delta Dental to disclose protected health information pertinent to the external review.

The Subscriber will be notified of the External Review Decision within 1 day of its receipt by Delta Dental.

- 5.03 **CLAIMS FROM NON-PARTICIPATING DENTISTS.** Payment for Completed Covered Services provided by a Non-Participating Dentist will be based on the non-participating Maximum Plan Allowance. The Subscriber will be responsible for the full cost of Service.
- 5.04 **CLAIMS FROM PARTICIPATING DENTISTS.** Payment for Completed Covered Services provided by a Participating Dentist will be made directly to the Dentist. If the Participating Dentist charges more for a Service than Delta Dental allows, that amount is not chargeable to the patient.
- 5.05 **TIME LIMIT FOR SUBMISSION OF CLAIM.** Delta Dental will not be obligated to pay claims submitted more than 12 months after the date the Service is Completed. If a claim is denied due to a Participating Dentist's failure to make timely submission, the Subscriber will not be liable to such Dentist for the amount which would have been payable by Delta Dental.
- 5.06 **AVAILABILITY OF DENTIST.** While a Subscriber may elect the Service of any licensed Dentist, neither Delta Dental nor Applicant undertakes to guarantee the availability of any particular Dentist.
- 5.07 **RIGHT TO INFORMATION AND RECORDS.** Delta Dental has the right to receive information and records related to the examination or treatment of a Subscriber from any Dentist. Delta Dental may require a Subscriber be examined by a dental consultant retained by Delta Dental. Delta Dental will maintain such information and records in a confidential manner in accordance with federal and state law.

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

If the Subscriber has a Covered Service that is 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.

5.09 **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 Subscriber. Pre-treatment estimates are not required and are provided as a Service to the Subscriber and Dentist in order to allow for appropriate planning.

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

## **ARTICLE VI. GENERAL TERMS AND CONDITIONS**

6.01 **NOTICES.** Any notice under this Contract will be sufficient if given by either the Applicant or Delta Dental to the other (or in the case of the Applicant, to its Designated Agent) and will be effective upon the date of mailing.

6.02 **NOTICES TO SUBSCRIBERS.** Notice to a Subscriber will be in writing and sent by regular US mail to the current address noted in Delta Dental's records. Notices will be sent via electronic media, if agreed upon by both Delta Dental and the Subscriber.

6.03 **LEGAL ACTION.** No action at law or in equity may be filed in order to recover on this Contract prior to the expiration of 60 days after final notice of claim has been filed in accordance with the requirements of this Contract.

6.04 **REPRESENTATIONS.** All statements made by the Group or by an individual will be deemed representations and not warranties.

- 6.05 **ENTIRE CONTRACT; AMENDMENTS.** This Contract will be the entire, full, and complete agreement between Delta Dental and the Group concerning group dental care. This Contract may not be orally amended or changed. This Contract may at any time be amended and changed by written agreement between Delta Dental and the Group. Any such amendment will be binding on all Subscribers regardless of the date their coverage became effective or the date treatment was Started.
- 6.06 **CONTRACT CHANGES.** No agent or employee of Delta Dental has the authority to change the Contract or waive any of its provisions. No change in the Contract will be valid unless approved in writing by an authorized Delta Dental employee.
- 6.07 **GROUP'S ACCESS TO RECORDS.** Delta Dental agrees that the Group or its designated representative, upon reasonable advance written notice, will have the right of access to all files and records pertinent to the Group for examination in accordance with federal and state laws.
- 6.08 **SETTLEMENT OF DISPUTES.** Any dispute arising out of or relating to this Contract or the breach thereof between Delta Dental, a Participating Dentist, and Subscriber or any of them, including any disagreement with a claim determination made by Delta Dental after exhaustion of the appeals process procedure outlined in ARTICLE V. CONDITIONS UNDER WHICH BENEFITS WILL BE PROVIDED Section 5.02, APPEAL OF AN ADVERSE DETERMINATION OF A CLAIM, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Arbitration may be initiated by any party to a dispute by giving notice to each party, by filing two copies of such notice with the American Arbitration Association and by complying with other applicable provisions of the Association's rule.
- 6.09 **PARTICIPATING DENTIST.** Delta Dental will make reasonable efforts to make available to the Applicant, a listing of Participating Dentists who have agreed to provide Services described in this Contract. This listing may be available in a variety of formats. It is understood that the composition of such directory may be subject to change from time to time, and Delta Dental reserves the right to change the listing without prior notice to the Applicant.

The Dentists providing or contracting to provide dental Services under this Contract will be solely responsible, and in no case will Delta Dental or the Applicant be liable for any act or omission by such Dentists, their agents or employees. Dentists who participate with Delta Dental are independent contractors. They are neither agents nor employees of Delta Dental, nor is Delta Dental an agent or employee of any Participating Dentist. Delta Dental will not be responsible for any claim or demand on account of damages arising out of, or in any way connected with, any injuries suffered by a Subscriber while receiving care from any Participating provider or in any Participating provider's facilities.

- 6.10 **EMPLOYEE BENEFIT BOOKLET.** Delta Dental will issue to the Group, and the Group will make available to each Subscriber, an Employee Benefit Booklet summarizing the Benefits and other provisions of this Contract. If any amendment to this Contract will materially affect any Benefits described in such booklet, a corrected Employee Benefit Booklet or inserts showing the change will be issued to the Group.
- 6.11 **PHYSICAL EXAMINATION.** Delta Dental, at its own expense, will have the right and opportunity to examine any individual for whom claim or request for pre-estimation of Benefits is pending under this Contract.
- 6.12 **GENDER.** The use of the singular will include the plural, the plural the singular, and the use of any gender will include all genders.
- 6.13 **NON-DISCRIMINATION.** Delta Dental does not discriminate against individuals based on health factors for benefits or premium rates. These health factors include: health status, medical condition (including both physical and mental illnesses), claims experience, receipt of health care, medical history, genetic information, evidence of insurability and disability.
- 6.14 **HIPAA PRIVACY & SECURITY.** Delta Dental complies with all HIPAA Privacy and Security regulations.

## **ARTICLE VII. RENEWAL AND TERMINATION**

- 7.01 **RENEWAL.** The Contract will be renewed for successive one-year periods unless during any Contract Year either party elects not to renew by giving the other party written notice of such election at least 60 days prior to the end of the current Contract year. In the event that there are changes to the rates or other terms and conditions of this Contract effective on an Anniversary Date, Delta Dental will provide notice of such proposed changes with the notice of renewal.
- 7.02 **TERMINATION.** This Contract will be terminated as follows:
- a) By either the Group or Delta Dental at the end of the original Contract or at the end of any renewal year, provided the required notice of non-renewal is given.
  - b) In the event any Premium due as stated in Article II of this Contract is not paid within 20 days of the due date, Delta Dental may give notice that payment is due, and if such payment is not received by the last day of the Grace Period, as referenced in Article II, Section 2.08, Delta Dental may terminate all further obligations.
  - c) By election of the Group if Delta Dental defaults in providing the Benefits under the Contract and such default is not corrected within 60 days of such default.
  - d) By election of Delta Dental in the event enrollment of Subscribers falls below 75% of the total number of eligible Employees as of the Contract Effective Date. Delta Dental may, at its option, terminate or propose to the Group

alternative adjustment in rates, Benefits, or copayments necessary to correct adverse group experience that could result from such reduction in size. Within 30 days, the Group will select an alternative by written notice to Delta Dental. If an alternative is not selected, Delta Dental may terminate this Contract.

- e) Upon written notification by Group of its intention to terminate this Contract as of any date other than the end of the Contract Term. The termination date will be the last day of the month during which Delta Dental received the Group's written notification of intent to terminate.
- f) By election of Delta Dental in the event the number of enrolled Employees drops below the required minimum number of 10 enrolled Employees. Delta Dental may, at its option, terminate or propose to the Group alternative adjustment in rates, Benefits, or copayments necessary to correct adverse group experience that could result from such reduction in size. Within 30 days, the Group will select an alternative by written notice to Delta Dental. If an alternative is not selected, Delta Dental may terminate this Contract.
- g) By election of Delta Dental in the event of fraud or misrepresentation by the Applicant, or with respect to coverage of a Subscriber, fraud or misrepresentation by the Subscriber or such person's representative.

7.03 In the event of termination by Delta Dental as stated in Article VII, Section 7.02, all Benefits will terminate and Delta Dental will be released from all further obligations of this Contract, effective on the last day of the month in which written notice of termination is given; provided Premium is received through that period. Delta Dental will make payment for Services Started while a person was covered under the Contract but Completed after the person's coverage ends pursuant to Article V, Section 5.08, Extended Coverage.

7.04 If on termination of this Contract for any cause Group has not paid Premiums to Delta Dental applicable to a period of time up to and including the termination date, Group will, within 30 days after termination, remit such Premium to Delta Dental.

7.05 **REINSTATEMENT.**

Delta Dental, in its sole discretion, may reinstate a Contract that has terminated due to non-payment of Premium. If Delta Dental does reinstate a Contract, the following rules will apply:

- a) All Premiums then due and unpaid must be paid, including the Premium for the Grace Period; and
- b) Interest on past due Premiums must be paid at a rate of 1.5% per month or the maximum allowed in the state of jurisdiction if less; and
- c) Delta Dental may review the claim experience for the group and, based on its analysis, offer to reinstate the group at a different Premium rate than was in force at the time the Contract lapsed; and
- d) A Contract Reinstatement Fee of \$50.00 must be paid.

## ARTICLE VIII. CONTINUATION COVERAGE

**8.01 COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)** applies to Groups with 20 or more employees.

Subscribers may be eligible to continue coverage under COBRA. The benefits will be the same as the benefits active Employees receive. The Subscriber 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 Subscriber who qualifies for Social Security disability benefits. However, the Subscriber'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 Subscriber 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.

**8.02 Continued Health Coverage required by the State of Colorado (State Continuation)** applies to Groups with less than 20 employees.

Subscribers 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 Subscriber 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 Subscriber's benefits to continue.

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

- a) the last day of the month after 18 months of continued coverage;
- 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; or
- f) in the case of a Dependent child, the day he no longer meets the definition of Dependent.

**RIDERS and APPENDICES**

Delta Dental PPO  
Delta Dental Benefits Rider

**A.** Add Item 1.40 and 1.41, in ARTICLE I – DEFINITIONS

- 1.40 **Delta Dental PPO** is a preferred provider plan. PPO Dentists provide services at the PPO Discounted Fee Schedule.
- 1.41 **PPO Dentist's Allowable Fee** means the fee from the PPO Discounted Fee Schedule that the PPO Dentist has contractually agreed with Delta Dental to accept for treatment under this program, or the fee actually charged, whichever is less, for a single procedure.

**B.** Delete and replace Item 1.10, in ARTICLE I – DEFINITIONS.

- 1.10 **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.

## Voluntary

### A. Add Item 1.35 through 1.39, in ARTICLE I – DEFINITIONS.

- 1.35 **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.
- 1.36 **FUNCTIONING NATURAL TOOTH:** A permanent (adult) Natural Tooth which is performing its normal role in the mastication (i.e. chewing) process in the Subscriber's upper or lower arch and which is opposed in the Subscriber's other arch by another Natural Tooth or prosthodontic (i.e. artificial) replacement. Third molars are not considered Functioning Natural Teeth.
- 1.37 **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).
- 1.38 **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.
- 1.39 **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.

### B. Delete Item 7.02 d in ARTICLE VII – RENEWAL AND TERMINATION and replace it with the following Item 7.02d.

- 7.02d By election of Delta Dental in the event enrollment of Subscribers falls below 20% of the total number of eligible Employees as of the Contract Effective Date. Delta Dental may, at its option, terminate or propose to the Group alternative adjustment in rates, Benefits, or co-payments necessary to correct adverse group experience that could result from such reduction in size. Within 30 days, the Group will select an alternative by written notice to Delta Dental. If an alternative is not selected, Delta Dental may terminate this Contract.

### C. Delete Item 7.02 f in ARTICLE VII – RENEWAL AND TERMINATION and replace it with the following Item 7.02 f.

- 7.02 f. In the event that the number of enrolled Employees drops below:
- ❖ 5 for a Gold plan, or
  - ❖ 10 for a Platinum plan
- during any 3 consecutive months, Delta Dental may, at its option, terminate all further obligations to the Group and the Group will be subject to the provisions described in Article VII, Section 7.03.

**BENEFITS, LIMITATIONS AND EXCLUSIONS**

**V.01** Subject to the limitations and exclusions included in this Contract, the 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 based on the terms of this Contract and Delta Dental’s Processing Guidelines.

**V.02 TYPE I - PREVENTIVE SERVICES**

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
Oral Evaluation (All exam types).	Limited to one time in any 6 consecutive month period. Only one comprehensive or detailed and extensive oral evaluation is a benefit per Subscriber per dental office. No benefits will be provided for diagnosis, treatment planning or consultation by the treating Dentist.
Dental Prophylaxis – Adult	Limited to one time in any 6-month period for Subscriber(s) age 14 or older. No benefit is allowed if performed within 6 months of a periodontal maintenance procedure.
Dental Prophylaxis – Child	Limited to one time in any 6 consecutive month period for Subscriber(s) under the age of 14.
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.

**V.03 TYPE II - BASIC SERVICES**

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
Oral Pathology Lab Procedures	A benefit only if accompanied by a pathology report.
Amalgam Restorations (silver fillings)	Multiple restorations on one surface will be paid as a single restoration. Benefits for the replacement of an existing amalgam restoration is allowed if at least 24 months have passed since the existing amalgam was placed.
Composite Resin (white plastic) Restorations	Benefits for the replacement of an existing composite resin restoration are allowed if at least 24 months have passed since the existing filling was placed. Benefits for composite resin restorations on posterior teeth will be limited to the benefit for the corresponding amalgam restoration.
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) restoration. A benefit one time per restoration.
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 evaluation (exam) and/or x-rays.

**V.04 TYPE II - ENDODONTIC SERVICES**

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
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/calific 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.

**V.04 TYPE II - 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 prophylaxis.
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.

**V.04 TYPE II - 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.

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
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.

**V.04 TYPE II - PAIN MANAGEMENT SERVICES**

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
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.

**V.04 TYPE III - ADJUSTMENT AND REPAIR SERVICES**

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
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.

**V.05 TYPE III - DENTURE ADJUSTMENT, REPAIR, RELINE AND REBASE SERVICES**

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTON</b>
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.

**V.05 TYPE III - INLAY, ONLAY, CROWN AND IMPLANT SERVICES**  
(Temporary restorations and appliances are not separately allowed as benefits.)

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTON</b>
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, Implants 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. <b>Not a benefit for children under age 16.</b>
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. <b>Limited to children under the age of 16.</b>
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.

**V.05 - TYPE III - FIXED BRIDGEWORK SERVICES**

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
Fixed Bridges (Only a benefit to replace a Functioning Natural Tooth that <u>was extracted while the patient was covered under this Contract.</u> )	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.

**V.05 TYPE III - DENTURE AND PARTIAL DENTURE SERVICES**

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
Full Dentures (Only a benefit if it includes the replacement of at least one Functioning Natural Tooth that <u>was extracted while the patient was covered under this Contract.</u> )	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 <u>was extracted while the patient was covered under the Contract.</u> )	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 Subscribers under 16 years of age.

**V.05 TYPE III – TMJ SERVICES**

Temporomandibular Joint (TMJ) Services Intraoral Services including diagnostic, preventive, interceptive or other related services for the treatment of dental symptoms associated with pain or dysfunction of the Temporomandibular Joint or myofacial pain or dysfunction syndrome.	Covered Dental Services for TMJ include Diagnostic Services, Occlusal orthotic appliance (including any adjustments), Occlusal adjustment of teeth and Occlusal analysis. Replacement or repair of appliances and services that would normally be provided as medical care including, but not limited to psychotherapy, special joint or neuromuscular exams, x-rays, joint surgery analyses, or instrumentation are not a covered benefit.
---	---

## **V.06 GENERAL LIMITATIONS**

### **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 Subscriber 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 noted 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.

## **V.08 EXCLUSIONS - The following Services are not Benefits.**

- 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 Subscriber by any federal or state government agency or are provided without cost to the Subscriber by any municipality, county or other political subdivision, or any Services for which the Subscriber 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 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 or implants and/or any associated appliances. Removal of implants or any associated Services.
- s. Myofunctional therapy or speech therapy.
- t. Services not performed in accordance with the laws of the State in which Services are rendered, 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.
- u. Oral hygiene instructions or dietary instructions.
- v. Completion of forms, providing diagnostic information or records, or duplication of x-rays or other records.
- w. Replacement of lost, stolen or damaged appliances.
- x. Repair of appliances altered by someone other than a Dentist.
- y. Any Services including any associated Services or procedures not specifically included in Covered Services.
- z. Services for which charges would not have been made if this coverage had not existed, except for Services as provided under Medicaid.
- aa. Missed appointment charges.
- bb. Preventive control programs, including home care items.
- cc. Plaque control programs.
- dd. Self-inflicted injuries.
- ee. 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 Subscriber was covered under this Contract. Only one full or partial denture is a benefit per arch in any 60-month period.
- ff. The initial placement of a fixed bridge unless it includes the replacement of a Functioning Natural Tooth extracted while the Subscriber 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 Subscriber was covered under the Contract.

- gg. 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 Subscriber 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).
  
- hh. 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.
  
- ii. 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.
  
- jj. 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 that 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.
  
- kk. No benefit will be provided for temporary or interim partial dentures. Charges for temporary partial dentures are chargeable to the patient.
  
- ll. Bone grafting when done in the same site as a tooth extraction, implant, apicoectomy or hemisection.

Orthodontic Rider  
DDCO-V

COVERED ORTHODONTICS are defined as the services provided by a licensed Dentist involving 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. Orthognathic and orthodontic surgeries are covered as orthodontic services.

Delta Dental will pay that percentage stated on the Contract Declaration Page of the Maximum Plan Allowance for Covered Orthodontic Services up to the maximum amount stated on the Contract Declaration Page. 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.

In addition to the Exclusions and Limitations stated in the Benefit Rider, the following exclusions and limitations will apply to Orthodontic Benefits.

EXCLUSIONS AND LIMITATIONS:

- a) No benefits will be provided for
  1. Replacement or repair of appliances.
  2. Orthodontic care provided in the treatment of periodontal cases or cases involving treatment or repositioning of the temporomandibular joint or related conditions.
  
- b) The obligation of Delta Dental to make periodic payments for an Orthodontic treatment plan will cease upon termination of treatment for any reason prior to completion of the case, or upon termination of the Subscriber's eligibility.
  
- c) The obligation of Delta Dental to make periodic payments for an Orthodontic treatment plan begun prior to the eligibility date of the patient will commence with the first payment due following the patient eligibility date. The maximum benefit will be determined based upon the prior carrier's payment history.

Evidence Based Dentistry (EBD) Benefits are defined as 2 additional prophylaxis or periodontal maintenance procedures (and/or any procedure that includes any component of prophylaxis) per benefit period. Delta Dental will pay the percentage shown on the contract Declaration Page for a routine prophylaxis as for any other preventive service, and will pay the percentage shown for a periodontal maintenance prophylaxis as for any other periodontic service. These additional services will be subject to the annual maximum. The additional prophylaxis is a covered benefit only for patients who have specific high risk health conditions as outlined below:

- 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 the following conditions:
  - chemotherapy or radiation treatment,
  - HIV Positive status,
  - Organ Transplant,
  - Stem cell (bone marrow) transplant

DDCO will require that the treating dentist provide information on the claim form regarding the patient's medical condition. For diabetics, women who are pregnant, and those with cardiovascular disease, the dentist will also need to submit documentation (eg. periodontal charting.) regarding the periodontal condition.

**Domestic Partner**

Domestic Partners must satisfy the following criteria:

- Are of the same sex
- Are not related by blood
- At least 18 years of age and consider themselves a family
- Are not married to anyone and neither has a different domestic partner
- Have been residing together in a common household for at least 6 consecutive months
- Are financially interdependent

## APPLICATION