

**AGREEMENT**

**COLORADO DENTAL SERVICE, INC.,  
d/b/a DELTA DENTAL OF COLORADO**

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”) and **COLORADO DENTAL SERVICE, INC., d/b/a DELTA DENTAL OF COLORADO**, a Colorado nonprofit corporation, whose address is 6465 Greenwood Plaza Boulevard, Suite 900, Centennial, Colorado 80111 (the “Insurance Company”), jointly (“the Parties”).

The Parties agree as follows:

**1. COORDINATION AND LIAISON:** The Insurance Company shall fully coordinate all services under the Agreement with the Executive Director of the Office of Human Resources, (“Executive Director”) or, the Executive Director’s Designee. The Executive Director, shall be authorized to sign the final insurance policies, the attached Exhibits, and any other documents necessary to effectuate the policy-related documents, and implement the administration of the approved plan design and coverage the City desires to purchase. Such signature delegation shall be limited, and shall not create any additional liability to the City than what is expressly contemplated herein.

**2. SERVICES TO BE PERFORMED:**

**a.** The insurance policy being purchased by the City requires approval by the Colorado Division of Insurance (“DOI”). Exhibits hereto and Performance Guarantees (collectively attached hereto and incorporated herein as “**Exhibit A**”) are attached as evidence of the terms of the insurance policies and coverage the City intends to purchase.

**a.** The terms of this Agreement shall control if the terms of the attached policies are in conflict

**3. TERM:** The Agreement will commence on **January 1, 2022** and will expire on **December 31, 2026** (the “Term”). The Insurance Policies listed in **Exhibit A** shall expire at the end of the Term.

**4. COMPENSATION AND PAYMENT:**

**a. Fee.** The City shall pay, and the Insurance Company shall accept as the sole compensation, the Maximum Contract Amount in monthly payments as required in the

policies attached in **Exhibit A**, as full payment for the policies. Notwithstanding any other provision, if a policy is cancelled by the City prior to the end of the Term, the City shall be responsible to pay all pro rata amounts due through the end of the calendar month of termination.

**b. Reimbursable Expenses:** There are no reimbursable expenses allowed under this Agreement. Notwithstanding any term in the policy to the contrary and outside of the policy premium costs, the Insurance Company will not collect or attempt to collect any direct cost associated with the policies purchased by the City. Further, the Insurance Company agrees not to adjust the policy premiums at any time prior to the termination of this Agreement.

**c. Maximum Contract Amount:**

**(1)** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FIFTY-FIVE MILLION DOLLARS AND NO CENTS (\$55,000,000.00)** (the "Maximum Contract Amount") for the policies described in **Exhibit A**. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Insurance Company beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Insurance Company's risk and without authorization under the Agreement.

**(2)** The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**5. STATUS OF INSURANCE COMPANY:** The Insurance Company is an independent contractor. Neither the Insurance Company nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**6. TERMINATION:**

**a.** The City has the right to terminate this Agreement and any policy listed in **Exhibit A**, or all policies, with or without cause upon thirty (30) days prior written notice to the Insurance Company or under the terms of the policies as referenced in **Exhibit A**.

b. Upon termination the Insurance Company shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation due under a policy for the month of termination.

7. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Insurance Company. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. **INSURANCE:**

a. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or

authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**b. Proof of Insurance:** Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**c. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured

**d. Waiver of Subrogation:** For all coverages required under this

Agreement, Contractor's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants:** Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. **Workers' Compensation and Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

g. **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

h. **Business Automobile Liability:** Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

i. **Professional Liability (Errors & Omissions):** Insurance Company shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

j. **Cyber Liability:** Insurance Company shall maintain Cyber Liability coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

**10. DEFENSE AND INDEMNIFICATION.**

a. To the fullest extent permitted by law, Insurance Company agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the purchase of the insurance policies listed in **Exhibit A** attached to this Agreement (“**Claims**”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Insurance Company or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Insurance Company’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Insurance Company’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Insurance Company will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Insurance Company under the terms of this indemnification obligation. The Insurance Company is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**11. TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.*

The Insurance Company shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

**12. ASSIGNMENT; SUBCONTRACTING:** Except as provided in this provision, the Insurance Company shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Insurance Company shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-Insurance Company, subcontractor or assign.

**13. INUREMENT:** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

**14. NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Insurance Company receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**15. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Insurance Company lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

**16. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

**17. CONFLICT OF INTEREST:**

**a.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Insurance Company shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**b.** The Insurance Company shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Insurance Company represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Insurance Company by placing the Insurance Company's own interests, or the interests of any party with whom the Insurance Company has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Insurance Company written notice describing the conflict.

**18. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Insurance Company at the address first above written, and if to the City at:

Executive Director of the Office of Human Resources  
201 W. Colfax Avenue, Dept. 412  
Denver, Colorado 80201

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.



**19. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Insurance Company certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Insurance Company that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Insurance Company shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Insurance Company is liable for any violations as provided in the Certification Ordinance. If the Insurance Company violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Insurance Company shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Insurance Company from submitting bids or proposals for future contracts with the City.

21. **DISPUTES:** All disputes between the City and Insurance Company arising out of or regarding the purchase of insurance policies in **Exhibit A**, as distinct from the provision of benefits thereunder, will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

22. **GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the applicable Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

23. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Insurance Company may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Insurance Company shall insert the foregoing provision in all subcontracts..

**24. COMPLIANCE WITH ALL LAWS:** Insurance Company shall perform or cause to be performed all services, both in this Agreement and pursuant to any insurance policies referenced in **Exhibit A**, in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the applicable Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

**22. LEGAL AUTHORITY:** Insurance Company represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Insurance Company represents and warrants that he has been fully authorized by Insurance Company to execute the Agreement on behalf of Insurance Company and to validly and legally bind Insurance Company to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Insurance Company or the person signing the Agreement to enter into the Agreement.

**23. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

**24. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

**25. INTELLECTUAL PROPERTY RIGHTS:** The City and Insurance Company intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Insurance Company and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Insurance Company shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the

time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Insurance Company (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

**26. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Insurance Company’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**27. ADVERTISING AND PUBLIC DISCLOSURE:** The Insurance Company shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Insurance Company’s advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Insurance Company shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**28. CONFIDENTIAL INFORMATION:**

**a. City Information:** Insurance Company acknowledges and accepts that, in performance of all work under the terms of this Agreement, Insurance Company may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Insurance Company agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Insurance Company shall be held in confidence and used only in the performance of its obligations under this Agreement. Insurance Company shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential

data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Insurance Company by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

**29. CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**30. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

**31. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Insurance Company shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs.

**32. PERSONAL INFORMATION AND DATA PROTECTION:**

**a. "Data Protection Laws"** means (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information (as defined below in Paragraph 25.B); and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements. Further, and not by way of limitation, Insurance Company shall provide for the security of all City Data, and Personal Information if applicable, in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without

limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJJ, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), and (vii) Colorado House Bill 18-1128.

**b. "Personal Information"** means all information that individually or in combination, does or can identify a specific individual or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name, signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, bank account number, credit or debit card numbers, and any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic, cultural, or social identity.

**c. Compliance with Law and Regulation:** Insurance Company confirms and warrants that it complies with any and all applicable Data Protection Laws relating to the collection, use, disclosure, and other processing of Personal Information and that it will perform its obligations under this Agreement in compliance with them. This section will survive the termination of this Agreement.

**d. Software Programs; Security of Personal Information and access to Software Programs:** Insurance Company will fully comply with any and all requirements and conditions associated with the use of said software programs as provided by the City. In addition, Insurance Company will establish and maintain data privacy and information security policies and procedures, including physical, technical, administrative, and organizational safeguards, in order to: (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information; (iii) protect against unauthorized disclosure, access to, or use of Personal Information; (iv) ensure the proper use of Personal Information; and (v) ensure that all employees, officers, agents, and subcontractors of Insurance Company, if any, comply with all of the foregoing. Insurance Company shall also provide for the security of all Personal Information in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications,

and guidelines including, without limitation: (i) the Children’s Online Privacy Protection Act (COPPA), and (ii) Colorado House Bill 18-1128. The Insurance Company shall submit to the Executive Director, within fifteen (15) days of the Executive Director’s written request, copies of the Insurance Company’s policies and procedures to maintain the confidentiality of Personal Information to which the Insurance Company has access.

e. **Confidentiality; No Ownership by Insurance Company:** Unless otherwise permitted expressly by applicable law, all Personal Information collected, used, processed, stored, or generated as the result of the services to be provided under this Agreement will be treated by Insurance Company as highly confidential information. Insurance Company will have no right, title, or interest in any Personal Information or any other data obtained or supplied by Insurance Company in connection with the services to be provided under this Agreement. The City shall own all information, and other work product, with or without Personal Information, developed or obtained by Insurance Company pursuant to this Agreement (“City Work Product”). Insurance Company has an obligation to immediately alert the City if Insurance Company’s security has been breached or if Insurance Company is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement.

f. **Insurance Company Use of Personal Information and City Work Product:** Insurance Company will take all necessary precautions to safeguard the storage of Personal Information and City Work Product including without limitation: (i) keep and maintain Personal Information and City Work Product in strict confidence and in compliance with all applicable Data Protection Laws, and such other applicable laws, using such degree of care as is appropriate and consistent with its obligations as described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose Personal Information or City Work Product solely and exclusively for the purpose of providing the services hereunder, such use and disclosure being in accordance with this Agreement, and applicable law; (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information or City Work Product for Insurance Company’s own purposes or for the benefit of anyone other than the City without the prior written consent of the City and the person to whom the Personal Information pertains; and (iv) not engage in “data mining” of Personal Information or City Work Product

except as specifically and expressly required by law or authorized in writing by the City. This Section will survive the termination of this Agreement.

**g. Employees and Subcontractors:** Insurance Company will ensure that, prior to being granted access to Personal Information or City Work Product, Insurance Company Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data they will be handling. Only those Insurance Company Staff who have a direct need for Personal Information, City Work Product, or Confidential Information shall have access to any information provided to Insurance Company under this Agreement. Prior to allowing any Insurance Company Staff to access or use any Personal Information, City Work Product, or Confidential Information, the Insurance Company shall require any such Insurance Company Staff to review and agree to the usage and access terms outlined in this Agreement. Insurance Company will inform its Insurance Company Staff of the obligations under this Agreement, and all requirements and obligations of Insurance Company under this Agreement shall survive the expiration or earlier termination of this Agreement. Insurance Company shall not disclose Personal Information, City Work Product, or Confidential Information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement. Unless Insurance Company provides its own security protection for the information it discloses to a third-party service provider, the Insurance Company shall require the third party service provider to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Personal Information, City Work Product, or Confidential Information disclosed and reasonably designed to protect Personal Information, City Work Product, or Confidential Information from unauthorized access, use, modification, disclosure, or destruction. This Section will survive the termination of this Agreement.

**h. Loss of Personal Information or City Work Product:** In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Work Product, Insurance Company will, as applicable: (i) notify the affected individual and the City as



soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the affected individual and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the affected individual or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected individual's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the affected individual for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) indemnify, defend, and hold harmless the City and the affected individual for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the affected individual in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the affected individual, and (viii) provide to the City and the affected individual a detailed plan within ten (10) calendar days of the occurrence describing the measures Insurance Company will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of Insurance Company's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps Insurance Company has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by Insurance Company. This Section will survive the termination of this Agreement.

**i. Data Retention and Destruction:** Using appropriate and reliable storage media, Insurance Company will regularly backup all City Work Product and Personal Information used in connection with this Agreement and retain such backup copies consistent with the

Insurance Company's data retention policies. Upon termination of the Agreement, at the City's election, Insurance Company will either securely destroy or transmit to City the City Work Product in an industry standard format. Upon the City's request, Insurance Company will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used. With respect to City Work Product controlled exclusively by Insurance Company, Insurance Company will immediately preserve the state of the Personal Information or City Work Product at the time of the request and place a "hold" on Personal Information or City Work Product destruction or disposal under its usual records retention policies of records that include Personal Information or City Work Product, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Insurance Company for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with Insurance Company regarding the preservation and disposition of these records. Insurance Company shall continue to preserve the records until further notice by City. This Section will survive the termination of this Agreement.

**j. No Other Databases:** Insurance Company will not establish or maintain a separate database containing Personal Information or City Work Product to provide the services under the Agreement. This Section will survive the termination of this Agreement.

**k. Data Transfer Upon Termination:** Upon termination or expiration of this Agreement and City's request, Insurance Company will ensure that all Personal Information and City Work Product is securely transferred to City, or a party designated by City, within thirty (30) calendar days. Insurance Company will ensure that the data will be provided in an industry standard format. Insurance Company will provide City with no less than ninety (90) calendar days' notice of impending cessation of its business or that of any Insurance Company subcontractor and any contingency plans in the event of notice of such cessation. In connection with any cessation of Insurance Company's business with its customers, Insurance Company shall implement its contingency and/or exit plans and take all reasonable actions to provide for an effective and efficient transition of service with minimal disruption to City. Insurance Company will work closely with its successor to ensure a successful transition to the new service or equipment, with minimal downtime and effect on City, all such work to be coordinated and performed in advance

of the formal, final transition date mutually agreed upon by Insurance Company and City. This Section will survive the termination of this Agreement.

**33. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Insurance Company consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**List of Exhibits**

**Exhibit A** – Summary of Benefits and Coverage, and Performance Guarantees.

**Exhibit B** – ACORD Evidence of Liability Insurance.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**Contract Control Number:** CSAHR-202160474-00  
**Contractor Name:** Colorado Dental Service, Inc.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

CSAHR-202160474-00  
Colorado Dental Service, Inc.

By:  \_\_\_\_\_  
50041FFAAB9C414...

Mark Thompson  
Name: \_\_\_\_\_  
(please print)

Vice President  
Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## **2022 DELTA DENTAL CONTRACT**

### **EXHIBIT A**

1. Delta Dental PPO Plan (“High Plan”) – Group #6026 Book and Policy
2. Delta Dental PPO Plan (“Low Plan”) – Group #6026 Book and Policy
3. Delta Dental Exclusive Panel Option (“EPO”) – Group #6026 Book and Policy



**Delta Dental PPO  
Schedule of Benefits  
For Group # 6026  
CITY AND COUNTY OF DENVER- HIGH PLAN**

This Schedule of Benefits should be read in conjunction with your Subscriber Benefit Booklet. Your Subscriber 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 Provider, you may have more out-of-pocket costs.**

**Control Plan** — Delta Dental of Colorado

**Benefit Year** — January 1 to December 31

	<b>Delta Dental PPO™ Providers</b>	<b>Delta Dental Premier® Provider</b>	<b>*Non-Participating Provider</b>
<b>Covered Services</b>	<b>Plan Pays</b>	<b>Plan Pays</b>	<b>Plan Pays</b>
<b>Diagnostic &amp; Preventive Services</b>			
Oral Exams and Cleanings	<b>100%</b>	<b>100%</b>	<b>100%</b>
X-Rays			
Sealants			
Fluoride Treatments			
<b>Basic Services</b>			
Basic Restorative (Fillings)	<b>90%</b>	<b>80%</b>	<b>80%</b>
Oral Surgery			
Endodontics (Root Canal Therapy)			
Periodontics (Gum Disease Treatment)			
<b>Major Services</b>			
Prosthodontics (Dentures, Bridges)	<b>60%</b>	<b>50%</b>	<b>50%</b>
Special Restorative Crowns, and Onlays			
Implant Services			
<b>Orthodontic Services</b>			
Orthodontics (all ages)	<b>50%</b>	<b>50%</b>	<b>50%</b>

**\* Important: Non-Participating Providers are allowed to balance-bill. Subscribers and/or Dependents are responsible for the difference between the Non-Participating Maximum Plan Allowance and the full fee charged by the Provider.**

**Age**

<b>Type</b>	<b>Age Limit</b>	<b>Coverage Thru</b>
Dependent Child	26	Month

**Deductible** (January 1–December 31)

Class	Type	Network	Amount
All Covered Classes Except D&P and Ortho	Individual coverage amount	PPO	\$25
All Covered Classes Except Ortho	Individual coverage amount	Premier & Non-Participating	\$25
All Covered Classes Except D&P and Ortho	Family coverage amount	PPO	\$75
All Covered Classes Except Ortho	Family coverage amount	Premier & Non-Participating	\$75

**Annual Maximum** (January 1–December 31)

Class	Type	Network*	Amount
All Covered Classes Except D&P and Ortho	Individual coverage amount	PPO, Premier & Non-Participating	\$2000
Orthodontic Classes	Individual Lifetime	PPO, Premier & Non-Participating	\$2000

**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. New hires must enroll himself or herself and any eligible dependents within 31 days of their date of employment. No other enrollment is permitted unless a qualified status change has occurred under the Health Insurance Portability and Accountability Act of 1996 and must occur within 31 days of the qualified status change.

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

**PPO Participating Provider**

Advantages of seeing a PPO provider include:

- Payment is based upon the PPO Schedule of Allowances, or the fee actually charged, whichever is less.
- Claim forms are submitted directly to Delta Dental by the providers.
- 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 Provider.**

**Premier Participating Provider (Non-PPO)**

You have the option of seeing a Premier Provider, but you may incur additional out-of-pocket 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 Providers.
- You are only responsible for any applicable deductible and coinsurance for covered procedures.

**Non-Participating Provider (Non-PPO)**

You have the option of seeing a Non-Participating Provider, but you may incur additional out-of-pocket costs:

- You may be responsible for payment in full to the Provider and for filing your claim with Delta Dental for reimbursement.
- You are responsible for the difference between the full fee charged by the provider and the non-participating Maximum Plan Allowance, any applicable deductible and coinsurance for covered procedures.

**COVERED AMOUNT** means

- For PPO Providers, the lesser of the PPO Schedule of Allowances or the fee actually charged.
- For Premier Participating Providers, the lesser of the Premier Maximum Plan Allowance or the fee actually charged.
- For all other providers, the lesser of the Non-Participating Maximum Plan Allowance or the fee actually charged.

Colorado counties without PPO or Premier providers are Cheyenne, Crowley, Gilpin, Jackson, Kiowa, Saguache, San Juan, and Sedgwick.



# **Delta Dental of Colorado Group Dental Plan**

## **CONTACT US**

**Visit Delta Dental's website:  
[www.deltadentalco.com](http://www.deltadentalco.com)**

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

**Delta Dental of Colorado  
PO Box 173803  
Denver, CO 80217**

**Customer Service:  
1-800-610-0201  
[customer\\_service@ddpco.com](mailto:customer_service@ddpco.com)**

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## ELIGIBILITY

All eligible Subscribers and their Dependents who enroll will be covered on the Effective Date. All Subscribers will become eligible as determined by the employer group.

This Policy is effective at 12 a.m. on the Effective Date and will terminate at 11:59 p.m. on the date of termination.

No one may be covered as a Dependent and as a Subscriber under this plan. If both parents are covered as Subscribers, children may be covered as Dependents of one parent only.

Benefits for a Dependent child will continue until the last day of the calendar month in which the limiting age is reached.

Persons in active military service are not eligible Dependents.

Dependents of an eligible subscriber may enroll within 31 days of the following:

- The date the Subscriber becomes eligible to enroll. The effective date is that of the Subscriber.
- New Dependents must be enrolled within 31 days and will be covered the first of the following month. Newborns and adopted children will be covered on the date of birth or date of placement for adoption.
- The date the plan is amended to provide dependent coverage. The plan becomes effective on the first day of the month following this change.
- The date upon which they lose coverage through another source, if they show proof of loss. (Loss of coverage is any loss due to death, divorce, loss of job, or termination of benefits by the subscriber). The Effective Date will be the first day of the month following this change.

If not added within the 31-day timeframe, the Dependent can be added during the Open Enrollment period, if applicable.

## HOW TO ACCESS YOUR SERVICES AND OBTAIN APPROVAL OF BENEFITS (Applicable to Managed Care Plans)

### How to Find a Provider

There are two easy ways to find out if your Provider is a Delta Dental PPO or Premier participating Provider.

1. Visit our website at [www.deltadentalco.com](http://www.deltadentalco.com) or
2. Call customer service at 1-800-610-0201.

***The network is subject to change. Please check on the status of your Provider before your next treatment.***

You do not need to get approval before being treated. Before starting treatment that may cost \$400 or more, you may request an estimate from Delta Dental. Pre-treatment estimates are not required.

**BENEFITS/COVERAGE (What is Covered)****COVERED DENTAL SERVICES****DIAGNOSTIC & PREVENTIVE SERVICES**

**Diagnostic:** Certain services performed to assist the Provider in evaluating the existing conditions and determining the dental care required.

**Preventive:** Certain services performed to prevent the occurrence of dental abnormalities or disease.

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
<b>Oral Exam (all exam types, except Limited Oral Exam — Problem Focused)</b>	Two exams in a calendar year are covered. There is no separate benefit for diagnosis, treatment planning, or consultation by the treating Provider.
<b>Bitewing X-rays</b>	Covered once in a calendar year or limited to the allowance for a full-mouth survey.
<b>Full-mouth Survey or Panoramic X-ray</b>	Covered once in a 60-month period.
<b>Individual Periapical X-rays Intraoral Occlusal X-rays</b>	Limited to the allowance for a full-mouth survey.
<b>Extra oral X-rays</b>	Covered twice in a calendar year for Extraoral 2D Protection Radiographic Images or Extraoral Posterior Dental Radiographic Images or limited to the allowance for a full-mouth survey.
<b>Dental Cleaning</b>	Two cleanings or any procedure that includes any component of a cleaning in a calendar year are covered. For those with any condition(s) listed below, two additional cleanings (or any procedure that includes cleaning) will be provided during a calendar year. <ul style="list-style-type: none"> <li>• Diabetes with documented gum conditions,</li> <li>• Pregnancy with documented gum conditions,</li> <li>• Cardiovascular disease with documented gum conditions,</li> <li>• Kidney failure with dialysis, and</li> <li>• Suppressed immune system due to chemotherapy or radiation treatment, HIV Positive status, Organ Transplant or stem cell (bone marrow) transplant.</li> </ul>
<b>Sealants or Preventive Resin Restoration</b>	Covered one time per tooth in a 36-month period. Allowed for the occlusal (chewing) surface of decay-free unrestored permanent molars. Covered for Dependent Children through age 14. There is no separate benefit for preparation of the tooth or any other procedure associated with the sealant application.
<b>Fluoride Treatment</b>	Covered twice per calendar year for Dependent Children through age 15.
<b>Caries Risk Assessment</b>	Covered once per calendar year. Not covered under age 3.
<b>Space Maintainer</b>	Covered once per quadrant per lifetime through age 13 to maintain space left by prematurely lost baby back teeth.
<b>Palliative Treatment</b>	Covered as a separate benefit only if no other service is provided during the visit except an exam and/or X-rays.
<b>Oral Pathology Lab Procedures</b>	Covered with a pathology report.

**BASIC SERVICES**

**Basic Restorative:** Fillings and preformed shell crowns, for treatment of tooth decay that results in visible destruction of hard tooth structure or loss of tooth structure due to fracture.

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
<b>Amalgam Fillings (silver fillings) and Composite Resin (white plastic) Fillings</b>	Multiple fillings on one surface will be paid as a single filling. Replacement of an existing filling is allowed if at least 12 months have passed since the existing filling was placed.
<b>Interim Therapeutic Restoration</b>	Covered once per tooth per lifetime for baby teeth.
<b>Protective Filling</b>	Covered once per 12-month period per tooth for emergency relief of pain if no other restorative service is performed on the same tooth on the same date.
<b>Pin Retention</b>	Covered with a basic (amalgam or composite) filling. A benefit one time per filling.
<b>Stainless Steel Crowns Resin Crowns</b>	Covered once per 12-month period per tooth when that tooth cannot be restored by a filling.

**BASIC— ENDODONTIC SERVICES**

**Endodontic:** Certain services for treatment of non-vital tooth pulp resulting from disease or trauma.

<b>Therapeutic Pulpotomy</b>	Covered once per tooth per lifetime for baby teeth.
<b>Root Canal Therapy</b>	Covered once per tooth. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Repeat Root Canal Therapy</b>	Covered if at least 24 months have passed since the first root canal procedure on the same tooth was performed. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Apexification/Recalcification (apical closure/calific repair of perforations, root resorption, etc.)</b>	Covered once per tooth per lifetime. A course of treatment includes initial, interim, and final visits. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Apicoectomy</b>	Covered once per root per 24 months. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Retrograde Filling (per root)</b>	Covered once per root per 24-month period. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Root Amputation (per root)</b>	Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Hemisection (includes any root removal)</b>	Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.

**BASIC— PERIODONTIC SERVICES**

**Periodontic:** Certain services for treatment of gum tissue and bone supporting teeth.

<b>Periodontal Scaling and Root Planing — Per Quadrant</b>	Covered once per quadrant per 24-month period. If less than a full quadrant meets criteria for coverage, benefits will be based on the fee for a partial quadrant.
<b>Periodontal Maintenance Procedures Following Active Therapy</b>	Periodontal maintenance procedures, in combination with adult and Dependent Child cleanings or scaling in the presence of gingival inflammation procedures, are limited to four per calendar year.
<b>Crown Lengthening — Hard Tissue, by Report</b>	Included when performed on the same date as surgery to bone structures, crown preparation, or other restoration. Benefits are based on clinical review and limited to once in 36 months.
<b>Osseous Surgery, Gingivectomy, Gingival Flap Procedure, Guided Tissue</b>	Periodontal surgical procedures are covered once per quadrant per 36-month period. If less than a full quadrant is treated, benefits will be based on the fee for a

<b>Regeneration (includes surgery and re-entry), Pedicle Soft Tissue Graft, Free Soft Tissue including donor site</b>	partial quadrant. Includes local anesthesia and routine post-operative care. Benefits are based on clinical review.
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**BASIC— ORAL SURGERY SERVICES**

**Oral Surgery:** Extractions and certain other surgical services and associated covered anesthesia and/or related covered services.

<b>Extractions — Coronal Remnants Deciduous Tooth, Erupted Tooth, Exposed Root, Surgical Extractions of Teeth or Tooth Roots</b>	Includes local anesthesia and routine post-operative care.
<b>Oral Surgery Services</b>	Includes but not limited to fistula closure, sinus perforation closure, tooth reimplantation, surgical access to expose teeth, biopsies, soft-tissue lesion removal, excision of bone tissue, excision of hyperplastic gum tissue, surgical incisions, and cyst removal. Includes local anesthesia and routine post-operative care. Benefits are based on clinical review.
<b>Alveoloplasty</b>	Included when performed on the same date as extractions and includes local anesthesia and routine post-operative care.

**BASIC— PAIN MANAGEMENT SERVICES**

<b>General Anesthesia, Analgesia (Nitrous Oxide), I.V. Sedation</b>	Only one type of anesthesia procedure per date of service is allowed as a separate benefit when provided for covered Oral Surgery procedures.
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**MAJOR — ADJUSTMENT AND REPAIR SERVICES**

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
<b>Re-cement Crowns, Inlays, and Onlays</b>	Covered after six months from initial insertion and once per lifetime per Provider/Provider's office.
<b>Repairs to Crowns</b>	Benefits based on clinical review.
<b>Re-cement Fixed Bridges</b>	Covered after six months from initial insertion of fixed bridge and once per lifetime per Provider/Provider's office.
<b>Repairs to Fixed Bridges</b>	Benefits based on clinical review.

**MAJOR — DENTURE ADJUSTMENT, REPAIR, RELINE, AND REBASE SERVICES**

<b>Denture Adjustments</b>	Covered after six months from the insertion of the full or partial denture, and then not more than two adjustments per appliance per 12-month period.
<b>Repairs to Full and Partial Dentures</b>	Covered after six months from the insertion of the full or partial appliance.
<b>Tissue Conditioning per Denture</b>	Covered twice per 36-month period per appliance.
<b>Relining Dentures or Rebasing Dentures</b>	Relining or rebasing is covered at least six months after the initial insertion of a full or partial denture and then not more than once per 36-month period per appliance.

**MAJOR — INLAY, ONLAY, VENEER, IMPLANT, AND CROWN SERVICES**

**Special Restorative:** Buildups (which may or may not include a post) and laboratory-processed restorations (crowns, onlays, veneers) for treatment of tooth decay that results in visible destruction of hard tooth structure or loss of tooth structure due to fracture, which cannot be restored with amalgam or composite restorations.

**Implants:** Prosthetic appliances placed into or on the bone of the upper or lower jaw to retain or support dental prostheses.

<b>Inlays</b>	An Alternate Benefit allowance for an amalgam filling will be made for the same number of surfaces. Any difference in fee is chargeable to the patient. It will be covered at the amalgam filling allowance only if 60 months have passed since the last placement. Not covered for Dependent children under age 12.
<b>Onlays, Crowns (single unit), Veneers</b>	Covered once per 60-month period for the same tooth. Not covered under age 12. Benefits based on clinical review.
<b>Core (Crown) Buildup including any Pins, Post and Core</b>	Covered when needed to retain a special restorative service or prosthodontic service and only when need is due to extensive loss of tooth structure caused by decay or fracture. Post and core is covered only for endodontically treated teeth. Covered only if 60 months have passed since the last buildup or post and core procedure for the same tooth. Not covered for Dependent children under age 12. Benefits based on clinical review.
<b>Implants — Surgical Placement and Restoration</b>	The placement of the surgical implant and placement of a crown, full or partial denture, or bridge over the implant, is covered once in a 60-month period for restorations involving the same tooth. This limitation includes any prior Special Restorative or Prosthodontic benefits for the same tooth. Not covered for Dependent children under age 16. Temporary appliances are not separately payable.

**MAJOR — PROSTHODONTIC SERVICES**

**Prosthodontics:** Services for construction or repair of fixed partial dentures (bridges), cast or acrylic removable partial dentures, acrylic complete dentures, and removable temporary partial dentures to replace completely extracted or avulsed natural teeth.

<b>Fixed Bridges</b>	Covered once per 60-month period per individual unit and only if 60 months have passed since the last special restorative, prosthodontic, or implant benefit for the same tooth/teeth. Not covered for Dependent children under age 16.
<b>Full Dentures</b>	Covered once per 60-month period per arch. Not covered within 60 months of benefit for a partial denture in the same arch. Personalized denture procedures, overdentures, or associated procedures are not covered.
<b>Partial Dentures</b>	Covered once per 60-month period per arch. Includes any clasps and rests and all teeth. Metal-based partial dentures are not covered under age 16.
<b>Temporary Removable Partial Dentures</b>	Payable for children 16 years of age or under for missing anterior permanent teeth.
<b>Occlusal Guard</b>	Covered once per 36-month period for bruxism (grinding). Adjustments are covered once per year following six months of initial placement.

**ORTHODONTIC SERVICES**

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
<b>Orthodontic Treatment</b>	Orthodontics are defined as the services provided by a licensed Provider involving orthognathic surgery or appliance therapy for movement of teeth and post-treatment retention for treatment of malalignment of teeth and/or jaws including any related interceptive services.
<b>Limitations on Orthodontic Benefits</b>	<ol style="list-style-type: none"> <li>a) No benefits will be provided for: <ul style="list-style-type: none"> <li>• Replacement or repair of appliances.</li> <li>• Orthodontic care provided in the treatment of periodontal cases or cases involving treatment or repositioning of the temporomandibular joint or related conditions.</li> </ul> </li> <li>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.</li> <li>c) The initial orthodontic benefit payment for a comprehensive treatment plan of 13 months or more will be made in two payments. The first payment will be issued at time of banding or insertion. The second payment will be issued 12 months later. The final payment will be reduced by any other orthodontic benefits issued that applied to the orthodontic plan maximum. Only members eligible in the plan 12 months after initial banding or insertion will receive the final payment.</li> <li>d) The orthodontic payment benefit for treatment plans 12 months or less will be made in one payment at time of banding or insertion. This payment will be reduced by any other orthodontic benefits issued that applied to the plan's orthodontic maximum.</li> <li>e) For comprehensive orthodontic treatment in progress that began prior to eligibility in the plan, periodic payments will be reduced using applicable processing policies.</li> </ol>



## LIMITATIONS/EXCLUSIONS

### (What Is Not Covered)

#### GENERAL LIMITATIONS – ALL SERVICES

- a) Alternate Benefits — Often more than one service or supply can be used for treatment. In deciding the amount allowed on a claim, plan will consider other materials and methods of treatment. Payment will be limited to the Covered Amount for the least costly covered service that meets accepted standards of dental care as determined by Delta Dental. The covered person and their Provider may decide on a more costly treatment. Delta Dental will pay toward the cost of the selected procedure using the Coinsurance level shown on the Schedule of Benefits. Payment will be limited to the Covered Amount for the least costly treatment. **Only covered services are eligible to receive alternate benefits.**
- b) Temporary services will be covered as part of the final service. The benefit allowed for such service and the final service is limited to the benefit allowed for the final service.
- c) Plan will pay procedures performed at the same time and as part of a primary procedure at the amount allowed for the primary procedure.
- d) Services are covered when provided by a person legally permitted to perform such services and are determined to be necessary and appropriate. Benefits will be based on the terms of this plan and Delta Dental's Processing Policies, even if no monies are paid.
- e) Pre- and post-operative procedures are considered part of any associated covered service. Benefit will be limited to the Covered Amount for the covered service.
- f) Local anesthesia is considered part of any associated covered service. Benefit will be limited to the Covered Amount for the covered service.
- g) The Covered Amount for a covered service Started but not Completed will be limited to the amount determined by Delta Dental.
- h) Allowance for an assistant surgeon, when determined by Delta Dental to be a covered service, will not exceed 20% of the surgeon's fee for the same covered service.
- i) Services related to another category of covered services may be covered at the same percentage as the related category of covered services.
- j) Covered services will not be compensated when delivered in response to injuries or conditions that are covered under worker's compensation or employer's liability laws.
- k) Covered services will not be compensated when provided by any federal or state agency.
- l) Covered services provided without cost by any city, county, or other political subdivision will not be compensated.
- m) Covered services for which the person would not have to pay if not insured—such as those delivered to a family member or employee of the Provider—will not be compensated.
- n) Any covered service Started when the person was not covered under this contract will not be compensated. This includes any service Started during an applicable waiting period.
- o) Any covered service provided primarily for cosmetic purposes will not be compensated, except where an Alternate Benefit will be provided as set forth in this contract.
- p) Porcelain or resin fused to metal for crowns or bridge units after the first molar are considered cosmetic. The allowance will be limited to the least costly covered service that meets accepted standards of dental care as determined by Delta Dental, and the patient is responsible for the remainder of the Provider's approved fee.
- q) Covered services to treat tooth structure lost from wear, erosion, attrition, abrasion, or abfraction will not be compensated.
- r) Covered services will not be compensated when delivered as a result of improper alignment, occlusion, or contour.
- s) Covered services related to periodontal stabilization of teeth (splinting) will not be compensated.
- t) Covered services will not be compensated when the patient's oral health will not improve due to an underlying condition.
- u) Covered services will not be compensated when provided in anticipation of future need (**except** covered preventive services).
- v) Covered services for grafting procedures will not be compensated when completed in the mouth where teeth are not present.
- w) Covered services for grafts of tissues from outside the mouth into the mouth will not be compensated.
- x) Covered services not performed in accordance with Colorado state law will not be compensated.
- y) Covered services will not be compensated if administered by any person other than a person licensed to perform them.
- z) Covered services to treat any condition, other than an oral or dental disease, abnormality, or condition will not be compensated.
- aa) Covered services to replace lost, stolen, or damaged items will not be compensated.
- bb) Covered services to repair items altered by someone other than a Provider will not be compensated.
- cc) Covered services for which charges would not have been made but for this coverage, except for services as provided under Medicaid, will not be compensated.

- dd) Covered services will not be compensated when delivered as a result of self-injury.
- ee) Covered Services for any grafting procedure when done in the same site as a tooth extraction, apicoectomy, or hemisection (except bone grafting specific to implant placement if noted in covered services) will not be compensated.
- ff) Covered Services for bone graft, biologic materials, tissue regeneration with periradicular surgery and any related services will not be compensated.
- gg) Covered services provided for treatment of teeth retained in relation to an overdenture will not be compensated.
- hh) Any prosthodontic service provided within seven calendar years of special restorative services involving the same teeth will not be compensated.
- ii) Any special restorative service provided within seven calendar years of fixed prosthodontic services involving the same teeth will not be compensated.
- jj) Fixed and removable prosthodontic appliances (bridges and partials) will not be compensated in the same arch except when the fixed denture (bridge) replaces front teeth.

#### **EXCLUSIONS**

- a) Athletic mouth guards, and jaw-function services, bite registration or analysis, or any related services.
- b) Conscious sedation and other patient management services.
- c) Charges for prescribed drugs.
- d) Any Experimental or Investigational treatment.
- e) Hospital costs or any charges for use of any facility.
- f) House/extended care facility call, hospital, or ambulatory surgical center call.
- g) Interim complete dentures.
- h) Implant/abutment supported interim fixed denture for edentulous arch.
- i) Therapy for speech or the function of the tongue or face.
- j) Coping used as a definitive restoration.
- k) Anatomical crown exposure and any related services.
- l) Pulpal regeneration and any related services.
- m) Connector bar or pediatric partial denture and any related services.
- n) Any orthodontic services not specifically included in Covered Services, above.
- o) Treatment of any temporomandibular joint (TMJ) problems, including facial pain or any related conditions. Any related diagnostic, preventive, or treatment services.
- p) Tomographic survey.
- q) 3D photographic images.

- r) Image capture and/or interpretation for cone beam, MRI, ultrasound, sailoendoscopy.
- s) Implant index.
- t) Sample collection.
- u) Any vestibuloplasty.
- v) Any maxillofacial prosthetics services.
- w) Any surgical repositioning of teeth, osteoplasty, osteotomy, LeFort procedures.
- x) Any complicated suturing and reconstruction services.
- y) Any transplantation or re-implantation services.
- z) Any placement of temporary anchorage device.
- aa) Any harvest of bone.
- bb) Any corticotomy.
- cc) Precision attachment and any related services.
- dd) Repair or relin of occlusal guard and any other related services.
- ee) Teaching services.
- ff) Completion of forms. Providing diagnostic information. Copying of records. Sales tax. Translation services.
- gg) Missed/cancelled appointment charges.
- hh) Preventive and plaque-control programs, including home care items.
- ii) Provisional splinting.
- jj) Internal and external bleaching.
- kk) Any services not included in Covered Services.

#### **MEMBER PAYMENTS RESPONSIBILITY**

You must pay deductibles, amounts above the annual maximum, and your coinsurance. You must pay charges for services not covered under this plan. You may be responsible for some part of the premium.

#### **CLAIM PROCEDURES (How to File a Claim)**

If you are covered by more than one dental plan, you should file all of your claims with each plan within 12 months of the treatment date.

Delta Dental will not pay claims submitted more than 12 months after the date of service.

#### **PRE-TREATMENT ESTIMATE**

Before beginning a course of treatment, a description of that course of treatment may be submitted to Delta Dental. Delta Dental will provide an estimate of the benefits for the planned course of treatment. Delta Dental does not require pre-treatment estimates. However, Delta Dental offers this service in order to allow for treatment planning.

#### **RIGHT TO EXAMINATION**

Delta Dental shall have the right to examine the person for whom a claim is made. Such right shall exist so often as reasonably required while a claim is pending under the policy.

**GENERAL POLICY PROVISIONS**

**AGREEMENT WITH STATE LAW**

Any requirement in this contract that, on its effective date, is in conflict with the laws of the state in which any covered person lives is hereby changed to the minimum requirement of such laws.

**ASSIGNMENT OF BENEFITS**

You may assign any benefits of this policy to your dental Provider. You may revoke this assignment at any time by sending a written revocation to Delta Dental.

**NON-DISCRIMINATION**

With regard to participation in its networks, Delta Dental does not discriminate against any Provider acting in the scope of their license.

**COORDINATION OF BENEFITS (COB)**

**IMPORTANT NOTICE**

**This is a summary of only a few of the provisions of your health plan to help you understand coordination of benefits. This is not a complete description of all of the coordination rules and procedures and does not change or replace the language contained in your insurance contract, which determines your benefits. For the complete listing of your policy’s coordination of benefits provisions, please contact your group plan administrator or the state Division of Insurance.**

Double Coverage

Family members may be covered by more than one health care plan. This happens, for example, when a husband and wife both work and choose to have family coverage through both employers.

When you are covered by more than one group health plan, state law permits your carriers to follow a procedure called coordination of benefits (COB) to determine how much each should pay when you have a claim. The aim is to make sure that the combined payments of all plans do not add up to more than your covered health care expenses.

Coordination of benefits covers a wide variety of circumstances. This is only an outline of some of the most common ones. If your situation is not described, contact your group plan administrator or your state insurance department for a full review of coordination of benefits requirements.

*Primary or Secondary?*

You will be asked to identify all the plans that cover family members. We need this information to determine whether we are “primary” or “secondary.” The primary plan always pays first.

Any plan that does not contain your state’s coordination of benefits rules will always be primary.

*When This Plan is Primary*

If you or a family member are covered under another plan in addition to this one, Delta Dental will be primary when:

Your Own Expenses

•The claim is for your own health care expenses, unless you are covered by Medicare and both you and your spouse are retired.

Your Spouse’s Expenses

•The claim is for your spouse, who is covered by Medicare, and you are not both retired.

Your Dependent Child’s Expenses

•The claim is for the health care expenses of your Dependent child who is covered by this plan and

•You are married and your birthday is earlier in the year than your spouse’s or you are living with another individual, regardless of whether or not you have ever been married to that individual, and your birthday is earlier than that other individual’s birthday. This is known as the “birthday rule”; or

•You are separated or divorced and you have informed us of a court decree that makes you responsible for the dependent child’s health care expenses;

or

•There is no court decree, but you have primary custody of the dependent child.

*Other Situations*

We will be primary when any other provisions of state or federal law require us to be.

*How We Pay Claims When We Are Primary*

When we are the primary plan, we will pay the benefits provided by your contract, just as if you had no other coverage.

*How We Pay Claims When We Are Secondary*

We will be secondary whenever the rules do not require us to be primary.

When we are the secondary plan, we do not pay until after the primary plan has paid its benefits. We will then pay part or all of the allowable expenses left unpaid. An “allowable expense” is a health care service or expense covered by one of the plans, including copayments and deductibles.

•If there is a difference between the amount the plans allow, we will base our payment on the higher amount. However, if the primary plan has a contract with the Provider, our combined payments will not be more than the contract calls for. Health Maintenance Organizations (HMO) and Preferred Provider Organizations (PPO) usually have contracts with their Providers.

•We will determine our payment by subtracting the amount the primary plan paid from the amount we would have paid if we had been primary. We will use any savings to pay the balance of any unpaid allowable expenses covered by either plan.

•If the primary plan covers similar kinds of health care but allows expenses that we do not cover, we may pay for those expenses. We will not pay an amount the primary plan did not cover because you didn't follow its rules and procedures. For example, if your plan has reduced its benefit because you did not obtain pre-certification, we will not pay the amount of the reduction, because it is not an allowable expense.

Questions about coordination of benefits?

**Colorado Division of Insurance**

**1560 Broadway, Suite 850**

**Denver, CO 80202**

**Phone Number: 303-894-7490 or 1-800-930-3745**

#### **SUBROGATION**

Delta Dental has the right to enforce on its own, or with a covered person, a claim against a third party up to the amount paid by Delta Dental. If Delta Dental pays a claim for injuries to a covered person and the covered person settles with a third party for an amount that includes such costs, the covered person must refund Delta Dental the amount equal to the benefit payment made to, or on behalf of, the covered person.

#### **HIPAA**

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

- a) Not use or disclose health information other than as permitted or as required by law.
- b) Ensure that any agents who receive protected health information (PHI) agree to the same restrictions that apply to your employer.
- c) Not use or disclose PHI for employment actions and decisions.
- d) Report to the plan any improper use or disclosure of PHI that they are aware of.
- e) Make PHI available for your own use and provide you with the right to amend or correct your 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 there is separation between the plan and the plan sponsor as required by HIPAA. Ensure that there are reasonable security controls.
- h) If possible, return or destroy all PHI received from the plan when no longer needed.
- i) Implement safeguards that protect electronic PHI that is managed on behalf of the group health plan.
- j) Ensure that any agent to whom it provides electronic PHI agrees to implement security measures to protect the information.
- k) Report to the group health plan any security incident of which it becomes aware.

#### **NOTICE OF PRIVACY PRACTICES**

**This notice describes how medical information about you may be used and disclosed and how you can access this information.**

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. This notice is effective on the date your group coverage went into effect.

#### **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 provider 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 providers 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. Without your written authorization, we may not use or disclose your protected health information to any person or for any reason not permitted by law. An authorization is

required for uses and disclosures of protected health information for marketing purposes and disclosures that constitute a sale of protected health information. Any other uses and disclosures not specifically described in this notice will be made only with the individual's authorization.

**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](http://www.deltadentalco.com).
- **Your Right to Opt Out of Fundraising Communications:** Delta Dental does not intend to contact you to raise funds, but if it does engage in fundraising, you have the right to opt-out of receiving any fundraising communications.
- **Your Right to Breach Notification:** You have the right to be notified of a breach of unsecured protected health information. Delta Dental will provide you the date and description of the information disclosed. You will be notified who the information was disclosed to if we are able. You will be notified by mail within 30 days from the date that we discover the breach.
- **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.

**Genetic Information Nondiscrimination Act:** Delta Dental is prohibited from using or disclosing genetic information for underwriting purposes.

#### 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:  
Compliance Department  
PO Box 5468  
Denver, CO 80217-5468  
Phone Number: 1-800-233-0860**

**TIME LIMIT ON CERTAIN DEFENSES**

- (a) After two years from the date of issue of this policy, the validity of this policy shall not be contested, except for non-payment of premiums, and no misstatements made by the applicant in order to acquire such policy shall be used to void the policy or to deny a claim for loss incurred after the expiration of such two-year period. However, if such statement was made in writing signed by the person making the statement and a copy of that writing is presented to the maker of the statement, such statement may be used by Delta Dental to avoid the policy or reduce benefits.
- (b) No claim for loss incurred after one year from the date of issue of this policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or a specific description effective on the date of loss had existed prior to the effective date of coverage of this policy.
- (c) If this is an individual disability income insurance policy then no claim for loss incurred after two years from the date of issue of the policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or a specific description effective on the date of loss had existed prior to the effective date of coverage of this policy.

**LEGAL ACTIONS**

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**TERMINATION/NONRENEWAL/  
CONTINUATION**

- A Subscriber’s plan will terminate at the earliest of:
- The date Delta Dental of Colorado receives a written request to cancel. Coverage will end at the end of the month following notification or at the end of the month of the life-changing event. We reserve the right to

recover any benefit payment made for dates of service after the terminate date.

- The date the Subscriber is not eligible for coverage under the terms of this policy.
- The date the benefits described in the Policy are terminated.
- When the required premium has not been paid (subject to the applicable grace period).
- When you commit fraud or intentional misrepresentation of material facts.
- The date the Subscriber enters full-time military service of any country.
- Upon the Subscriber’s death.

For Delta Dental to remove a Dependent from the plan, Delta Dental must notify Subscriber of the termination. For Subscriber or Dependent to remove a Dependent from the plan, Subscriber must notify group and group must notify Delta Dental of the termination. The Effective Date of the change will be the end of the month in which the change was received. We reserve the right to recover any Benefits payments made for dates of service after the termination date.

Benefits for a Dependent ends on the last day of the month for the following life changing events:

- The date the Benefits described in the policy are terminated.
- The date the Dependent is not eligible for coverage under the terms of this policy.
- When the Dependent child no longer qualifies as a Dependent by definition.
- When legal custody of a dependent child placed for adoption is terminated.
- When the required premium has not been paid.
- Upon the Dependent’s death.

**EXTENDED COVERAGE**

**(Paying for Benefits after Termination)**

Delta Dental Benefits will end if this Policy is terminated or if a person’s coverage is cancelled. Delta Dental will cover no further services except as described below.

If a covered service started before coverage ends, but the covered service is completed after coverage ends, Delta Dental will pay Benefits for the covered service as follows:

- Benefits will be paid in the amount that would have been paid and subject to the same terms as would have applied if the person’s coverage were still in effect.
- Benefits will be paid only if the covered service is completed within 60 days after the date the person’s coverage ended.

- Extended coverage benefits do not apply to orthodontic services.

No benefit will be paid if the covered service is started after coverage ends.

### **NONRENEWAL**

Your company's Policy will automatically renew. If you don't want to participate in the plan at renewal, notify your employer. If your employer does not renew this Policy, the Policy will end on the last day before the renewal date. Delta Dental can non-renew this Policy by sending your employer written notice (either electronically or through the mail) at least 90 days before the renewal dates. If we do, you will receive notice and this Policy will end on the last day before the renewal date.

### **COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)**

Covered persons may be able to continue coverage through COBRA. The Benefits will be the same as the Benefits active employees receive. The covered person must pay the entire premium, which cannot exceed 102% of the cost for an active employee with the same plan. You should contact your employer to determine if you are able to continue coverage through COBRA.

### **Continued Health Coverage Required by the State of Colorado**

If you are not eligible for COBRA, you may be eligible to continue coverage for up to 18 months under state continuation. Contact your employer to learn if you are eligible to continue coverage through state continuation.

## **APPEALS AND COMPLAINTS**

Internal Appeal Process — First-level Appeals:

An adverse claim determination may be appealed within 180 days of the date of the original Explanation of Benefits by writing to:

**Delta Dental of Colorado**

**Attn: Appeals**

**PO Box 172528**

**Denver, CO 80217-2528**

Additional information should be submitted in support of the appeal.

Appeals are reviewed by an impartial Provider of the same or similar specialty as would typically manage the case being reviewed or a Delta Dental claims specialist. The reviewing Provider will not have been involved in the initial decision.

When submitting a first-level appeal, a Member may submit written comments, documents, records, and other material relating to the request for Benefits for the reviewer(s) to consider when conducting the review. For review of a Benefit denial due to a contractual exclusion, the Member shall provide evidence from a medical professional that there is a reasonable medical basis that the exclusion does not apply.

The decision will be sent to the Member with the rationale for the decision. The decision will be made within 30 calendar days for pre-service denials. Post-service decisions will be made within 60 calendar days.

Internal Appeal Process — Expedited Appeals:

Members may request an expedited appeal when the time for a standard review would seriously jeopardize the life or health of the Member, would jeopardize the Member'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.

Independent External Review:

Where Delta Dental makes an adverse determination and the Member exhausts the internal appeals process, the Member has the right to request an external review. Delta Dental will notify the Member of the right, if any, to request an external review after the first-level appeal.

Requests for an independent external review must be in writing. They must include a completed external review request form as specified by the Colorado Division of Insurance. The Member must submit the request within four months of the completion or exhaustion of the internal appeals process. The internal appeals process is completed or exhausted upon Member's receipt of notice of the adverse determination or upon Delta Dental's failure to comply with Colorado Revised Statutes §§ 10-16-113, 10-16-113.5 or Colorado Insurance Regulations 4-2-17 or 4-2-21.

Members may request expedited external review. All requests must be submitted to:

**Delta Dental of Colorado**

**Attn: Appeals**

**PO Box 172528**

**Denver, CO 80217-2528**

A signed consent authorizing Delta Dental to disclose protected health information pertinent to the external review is also required.

Delta Dental adheres to timeframes set forth by Colorado Regulation 4-2-21 in the processing of independent external reviews. Within 45 days after the receipt of the request for external review (72 hours for expedited external review), the external review entity shall deliver a written decision to the Member, Delta Dental, the Provider, and the commissioner.

### INFORMATION ON POLICY AND RATE CHANGES

No change in your policy shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed on the policy. No agent has authority to change this policy or to waive any of its provisions except where approved by an officer of the insurer and evidenced by an endorsement on the policy or by rider or amendment to the policy signed by the insurer. Any such amendment that reduces or eliminates coverage shall have been either requested in writing or signed by your employer.

If there are changes to the information provided in this document, we will issue revised materials to you.

### DEFINITIONS

**ADVERSE DETERMINATION** means a denial of: A preauthorization for a covered benefit; a request for benefits for an individual on the grounds that the treatment or covered benefit is not medically necessary, appropriate, effective, or efficient or is not provided in or at the appropriate health care setting or level of care; a request for benefits on the ground that treatment or service is experimental or investigational; or a benefit denied because the treatment is an excluded benefit and wherein the claimant presents evidence from a dental professional licensed pursuant to the Dental Practice Law of Colorado that there is a reasonable medical basis that the contractual exclusion does not apply to the denied benefit.

**ALTERNATE BENEFIT** means the benefit allowed for the least costly, commonly accepted service that could be used to treat a dental condition for which a Member has selected a more costly treatment.

**BENEFITS** means those services covered pursuant to the terms of this plan. 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 that the Member will pay. The Coinsurance for each type of covered service is determinable by subtracting the "Plan Pays" amount on the Declarations page from 100 percent.

**COMPLETED** means:

- For root canal therapy: 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, regardless of the type of cement used.
- For dentures and partial dentures (removable partial dentures): On the date the final appliance is first inserted in the mouth.
- For all other services: On the date the procedure is Started.

For claim payment purposes, the date Completed will be the date when a claim is incurred.

**DEDUCTIBLE** means the amount that must be paid by the Member before Delta Dental will make payment. The amount of the Deductible is shown on the Schedule of Benefits. If there is a limit to the deductible amount that a family must pay, that will also be shown.

**DEPENDENT** means:

- The Subscriber's lawful spouse, including civil union partner or domestic partner.
- Civil union partner must:
  - ❖ Be at least 18 years old.
  - ❖ Not be a partner in another civil union.
  - ❖ Not be married to another person.
  - ❖ Not be related to the Subscriber.
  - ❖ Have entered into a civil union based on the guidelines of Article 15 of Title 14, C.R.S. recognized pursuant to Colorado law.
- A child under the Dependent age limit shown on the Schedule of Benefits.
- A child who reaches the Dependent age limit stated on the Schedule of Benefits and is incapable of self-support because of physical or mental disabilities that began before reaching the Dependent age limit and is dependent on the Subscriber. Delta Dental may annually request proof of such disability and dependency. Failure to submit such proof will terminate coverage.

Eligible dependent children include natural children, stepchildren, children under court-ordered guardianship, adopted children, foster children, and children of a civil union partner or common law spouse.

No one may be covered as a Dependent and also as a Subscriber under this plan. If both parents are covered as Subscribers, children may be covered as Dependents of one parent only.

Persons in active military service are not eligible Dependents.



**EFFECTIVE DATE** means the date coverage begins.

**EMERGENCY TREATMENT** or **EMERGENCY SERVICE** means any required service that is provided as the direct result of an unforeseen occurrence that requires immediate, urgent action.

**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.

**MAXIMUM PLAN ALLOWANCE** means the maximum allowable amount for a procedure as determined by Delta Dental. Delta Dental reviews the limits twice a year. Delta Dental reserves the right to increase or decrease fees for any procedure in its sole and absolute discretion.

**MEMBER** means any person — Subscriber or Dependent — eligible and enrolled for coverage under this plan.

**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.

**POLICY** means the agreement between Delta Dental and the applicant for the dental benefits plan, in its entirety, including any application documents, riders, and/or appendices.

**POLICY TERM** means the time from the Effective Date of the Policy until it is terminated.

**POLICY YEAR** is the 365 days beginning on the Effective Date of this Policy and each year after unless the Policy is terminated. The Policy Year is 366 days in a leap year.

**PROVIDER** means a person licensed to perform dental services.

**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.

**SUBSCRIBER** means the person in whose name the membership under the policy is established.

## CONTACT US

**Visit Delta Dental's Website at:**  
[www.deltadentalco.com](http://www.deltadentalco.com)

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

### **Delta Dental of Colorado**

PO Box 173803  
Denver, CO 80217

#### **Customer Service:**

1-800-610-0201  
[customer\\_service@ddpco.com](mailto:customer_service@ddpco.com)



**Delta Dental of Colorado  
PO Box 173803  
Denver, Colorado 80217**

**DELTA DENTAL BENEFITS CONTRACT**

The parties of this Contract are CITY AND COUNTY OF DENVER, herein called the "Group," "Applicant," or "Employer" and Delta Dental of Colorado, herein called "Delta Dental." 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 first day of January, 2022 for a five-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.

**DECLARATIONS PAGE**

**Group:** CITY AND COUNTY OF DENVER- HIGH PLAN

**Type of Contract:** Delta Dental PPO

**Group Number:** # 6026

**Contract Group Effective Date:** January 1, 2022

**Contract Anniversary Date:** January 1<sup>st</sup>

**SCHEDULE OF BENEFITS  
(Who Pays What)**

	<b>Delta Dental PPO™ Provider</b>	<b>Delta Dental Premier® Provider</b>	<b>*Non- Participating Provider</b>
<b>Covered Services</b>	<b>Plan Pays</b>	<b>Plan Pays</b>	<b>Plan Pays</b>
<b>Diagnostic &amp; Preventive Services</b>			
Oral Exams and Cleanings	<b>100%</b>	<b>100%</b>	<b>100%</b>
X-Rays			
Sealants			
Fluoride Treatment			
<b>Basic Services</b>			
Basic Restorative (Fillings)	<b>90%</b>	<b>80%</b>	<b>80%</b>
Oral Surgery			
Endodontics (Root Canal Therapy)			
Periodontics (Gum Disease Treatment)			
<b>Major Services</b>			
Prosthodontics (Dentures, Bridges)	<b>60%</b>	<b>50%</b>	<b>50%</b>
Special Restorative Crowns, and Onlays			
Implant Services	<b>50%</b>	<b>50%</b>	<b>50%</b>
<b>Orthodontic Services</b>			
Orthodontics (all ages)	<b>50%</b>	<b>50%</b>	<b>50%</b>

**\*Important: Non-Participating Providers are allowed to balance-bill. Subscribers and/or Dependents are responsible for the difference between the Non-Participating Maximum Plan Allowance and the full fee charged by the Provider.**

**Age**

<b>Type</b>	<b>Age Limit</b>	<b>Coverage Thru</b>
Dependent Child	26	Month

**Deductible (January 1–December 31)**

<b>Class</b>	<b>Type</b>	<b>*Network</b>	<b>Amount</b>
All Covered Classes Except D&P and Ortho	Individual coverage amount	PPO	\$25
All Covered Classes Except Ortho	Individual coverage amount	Premier & Non-Participating	\$25
All Covered Classes Except D&P and Ortho	Family coverage amount	PPO	\$75
All Covered Classes Except Ortho	Family coverage amount	Premier & Non-Participating	\$75

**Annual Maximum (January 1–December 31)**

<b>Class</b>	<b>Type</b>	<b>*Network</b>	<b>Amount</b>
All Covered Classes Except D&P and Ortho	Individual coverage amount	PPO, Premier & Non-Participating	\$2000
Orthodontic Classes	Individual Lifetime	PPO, Premier & Non-Participating	\$2000

**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. New hires must enroll himself or herself and any eligible dependents within 31 days of their date of employment. No other enrollment is permitted unless a qualified status change has occurred under the Health Insurance Portability and Accountability Act of 1996 and must occur within 31 days of the qualified status change.

**1-1-2022 through 12-31-2022****Rate Coverage**

Coverage Tier	Admin Fee
PER MONTH PER SUBSCRIBER	\$ 2.87

**1-1-2023 through 12-31-2024****Rate Coverage**

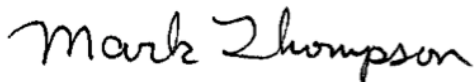
Coverage Tier	Admin Fee
PER MONTH PER SUBSCRIBER	\$ 2.99

**1-1-2025 through 12-31-2026****Rate Coverage**

Coverage Tier	Admin Fee
PER MONTH PER SUBSCRIBER	\$ 3.09

This Service Fee is contingent upon total enrollment of all eligible primary subscribers, in accordance with the eligibility provisions in Article I. Should enrollment vary by 10% or more, Delta Dental reserves the right to recalculate the Service Fee based upon actual enrollment. The change in Service Fee would not become effective until the next contract anniversary. If a recalculation becomes necessary, multiple-year contracts will be replaced with a new agreement based upon the new enrollment.

The Service is due the first day of each month, and as further described in Article VII. The Monthly Claims Reimbursement Due Date is the 2nd, 12th, and 22nd day or the last business day closest to such date of each month and as further described in Article VII.

**Riders or Appendices Attached****Countersigned:****Delta Dental of Colorado**


Signature

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 July 16, 2021

Date

**Accepted:****CITY AND COUNTY OF DENVER – HIGH PLAN - # 6026**


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 Signature

---

 Date

# **Delta Dental of Colorado Group Dental Plan**

## **CONTACT US**

**Visit Delta Dental's Website:  
[www.deltadentalco.com](http://www.deltadentalco.com)**

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

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## ARTICLE I. ELIGIBILITY

**1.01 ELIGIBILITY.** Subject to eligibility rules set forth in Section 1.02 below and/or on the Declarations Page. They may also enroll during an Open Enrollment period if offered by the employer.

- a) **BECOMING COVERED.** Delta Dental must receive enrollment data for each Subscriber in a format acceptable to Delta Dental. The enrollment data must be received within 31 days of a Subscriber or Dependent's enrollment. The enrollment data must include the Subscriber's address, gender, social security number, date of birth, and member effective date. If the Subscriber chooses to enroll Dependents, each Dependent's name (including surname if different from Subscriber's), relationship to the Subscriber, address, gender, Social Security number, and date of birth must be submitted.
  - A Subscriber not enrolled in the Plan may not enroll Dependents.
- b) **ENROLLMENT TYPE.** The Group's enrollment type is Open Enrollment. A Subscriber who fails to enroll within the period described in Article I, Section 1.01(a) may enroll at the next Open Enrollment.
- c) **MAINTAINING COVERAGE.** The Group will give Delta Dental a list of any Plan additions, changes, or terminations on or before the first day of each month. Delta Dental is not required to provide Benefits for a Subscriber or Dependent not on the list or for whom the monthly Premium is not paid.

**1.02 SUBSCRIBER ELIGIBILITY (OPEN ENROLLMENT).** Subscribers may enroll within 31 days of the date they first become eligible.

- a) Eligible Subscribers who do not enroll as described above may enroll during Open Enrollment. Eligible Subscribers who enroll and later drop the Plan may enroll only during Open Enrollment.
- b) Eligible Subscribers who lose coverage through another source may enroll with proof of loss. (Loss of coverage is defined as loss due to death, divorce, job loss, or termination of benefits by the employer.) They must enroll within 31 days of the loss of coverage.

**1.03 DEPENDENT ELIGIBILITY (OPEN ENROLLMENT).** Dependents of an eligible Subscriber may enroll within 31 days of the following:

- The date the Subscriber becomes eligible to enroll. The effective date is that of the Subscriber.
- New Dependents must be enrolled within 31 days and will be covered the first of the following month. Newborns and adopted children will be covered on the date of birth or date of placement for adoption.
- The date the Contract is amended to provide Dependent coverage. The Plan becomes effective on the first day of the month following this change.

- a) New Dependents must be added within 31 days. If not added during this time, the Dependent can be added during the Open Enrollment period.
- b) Eligible Dependents who do not enroll as described above may enroll only during the Open Enrollment period. Dependents who enroll and later drop the Plan may enroll only during Open Enrollment.
- c) Eligible Dependents who lose coverage through another source may enroll with proof of loss. (Loss of coverage is defined as loss due to death, divorce, loss of job, or termination of benefits by the employer.) They must enroll within 31 days of the loss.

**1.04 TERMINATION OF COVERAGE.** A Member's Plan will terminate at the earliest of:

- The date Delta Dental receives a written request to cancel;
- The date the Subscriber is not eligible for coverage;
- The date the Contract terminates;
- The end of the period for which Premium is paid;
- The date the Member 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 Member is no longer eligible.

**Family and Medical Leave ACT (FMLA)**

If coverage ends during an employer-approved FMLA leave, coverage may be reinstated upon return to work within the terms of the FMLA leave. Pre-existing conditions, limitations, and other waiting periods will not be imposed unless they were in effect for the Subscriber and/or his or her Dependents when coverage terminated.

**1.05 INVOLUNTARY LOSS OF COVERAGE DUE TO STRIKE, LEAVE OF ABSENCE, OR LAYOFF.** If a Subscriber loses coverage due to strike, layoff, or leave of absence and returns to work within six months, he may re-enroll on the first day of the month after his return to work. If the absence exceeds six months, he will be treated as a new Subscriber. Contract provisions relating to the Deductible, Coinsurance, Contract Year Maximum, and Waiting Periods, if any, will apply as to new coverage. The following exception applies:

Delta Dental of Colorado complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Subscribers called to active duty may enroll as if there had been no leave of absence if they are still in an Eligible Class of Subscriber when they return to work. USERRA allows Subscribers to elect continuation of coverage when coverage would terminate due to an absence to serve in the uniformed services.

Services received by a person who is not eligible due to leave of absence are not covered unless the person elects continued coverage as provided in Article VIII or according to USERRA where applicable.

**1.06 INVOLUNTARY LOSS OF "OTHER COVERAGE."** A person who loses dental coverage from another source will be allowed to enroll with proof of the loss. (Loss of coverage is defined

as loss due to death, divorce, loss of job, or termination of benefits by the employer.) The person must enroll within 31 days of the loss. Coverage will begin the first day of the month following enrollment.

- 1.07 VOLUNTARY TERMINATION OF COVERAGE (OPEN ENROLLMENT).** A Subscriber who cancels their Plan may only re-enroll at the next Open Enrollment.
- 1.08 REVIEW OF RECORDS.** Applicant will permit Delta Dental, with advance written notice, to inspect records of Applicant in order to confirm the lists of Members prepared by Applicant. Delta Dental may verify Applicant's compliance with Article VII. Delta Dental may use auditors or other agents for this purpose.

## **ARTICLE II. HOW TO ACCESS YOUR SERVICES AND OBTAIN APPROVAL OF BENEFITS**

- 2.01 PARTICIPATING PROVIDERS.** Delta Dental will make reasonable efforts to provide Applicant a list of Participating Providers. The list may be provided in different formats. The Providers may change from time to time, and Delta Dental reserves the right to change the list without prior notice to the Applicant.

Neither Delta Dental nor Applicant is liable for any act or omission by Providers or their agents or employees who provide or contract to provide dental Services under this Contract. Providers 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 Provider. Delta Dental will not be responsible for any claim or demand for damages arising out of any injuries suffered by a Member while receiving care from any Participating Provider or in any Participating Provider's facilities.

- 2.02 HOW TO FIND A PROVIDER.** There are two easy ways for Members to find out if a Provider is a Delta Dental PPO or Premier Participating Provider.
- **Visit our website at [www.deltadentalco.com](http://www.deltadentalco.com)** or
  - **Phone our automated call center at 1-800-610-0201.**

The network is subject to change. Please check on the status of your Provider before your next treatment.

- 2.03 AVAILABILITY OF PROVIDER.** A Member may elect the Service of any licensed Provider, but neither Delta Dental nor Applicant guarantees the availability of any Provider.
- 2.04 APPROVAL OF BENEFITS.** Members need not obtain approval before being treated. Before starting treatment that may cost \$400 or more, Members should request an estimate from Delta Dental. Pre-treatment estimates are not required.

**ARTICLE III. BENEFITS AND COVERAGE**  
**(What is Covered)**

Subject to the limitations and exclusions included in this Contract, the Completed dental Services are Benefits when provided by a Provider (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 policies.

**DIAGNOSTIC & PREVENTIVE SERVICES**

**Diagnostic:** Certain services performed to assist the Provider in evaluating the existing conditions and determining the dental care required.

**Preventive:** Certain services performed to prevent the occurrence of dental abnormalities or disease.

PROCEDURE	BENEFIT DESCRIPTION
<b>Oral Exam (all exam types, except Limited Oral Exam — Problem Focused)</b>	Two exams in a calendar year are covered. There is no separate benefit for diagnosis, treatment planning, or consultation by the treating Provider.
<b>Bitewing X-rays</b>	Covered once in a calendar year or limited to the allowance for a full-mouth survey.
<b>Full-mouth Survey or Panoramic X-ray</b>	Covered once in a 60-month period.
<b>Individual Periapical X-rays Intraoral Occlusal X-rays</b>	Limited to the allowance for a full-mouth survey.
<b>Extra oral X-rays</b>	Covered twice in a calendar year for Extraoral 2D Protection Radiographic Images or Extraoral Posterior Dental Radiographic Images or limited to the allowance for a full-mouth survey.
<b>Dental Cleaning</b>	Two cleanings or any procedure that includes any component of a cleaning in a calendar year are covered. For those with any condition(s) listed below, two additional cleanings (or any procedure that includes cleaning) will be provided during a calendar year. <ul style="list-style-type: none"> <li>• Diabetes with documented gum conditions,</li> <li>• Pregnancy with documented gum conditions,</li> <li>• Cardiovascular disease with documented gum conditions,</li> <li>• Kidney failure with dialysis, and</li> <li>• Suppressed immune system due to chemotherapy or radiation treatment, HIV Positive status, Organ Transplant or stem cell (bone marrow) transplant.</li> </ul>

<b>Sealants or Preventive Resin Restoration</b>	Covered one time per tooth in a 36-month period. Allowed for the occlusal (chewing) surface of decay-free unrestored permanent molars. Covered for Dependent Children through age 14. There is no separate benefit for preparation of the tooth or any other procedure associated with the sealant application.
<b>Fluoride Treatment</b>	Covered twice per calendar year for Dependent Children through age 15.
<b>Caries Risk Assessment</b>	Covered once per calendar year. Not covered under age 3.
<b>Space Maintainer</b>	Covered once per quadrant per lifetime through age 13 to maintain space left by prematurely lost baby back teeth.
<b>Palliative Treatment</b>	Covered as a separate benefit only if no other service is provided during the visit except an exam and/or X-rays.
<b>Oral Pathology Lab Procedures</b>	Covered with a pathology report.

### **BASIC SERVICES**

**Basic Restorative:** Fillings and preformed shell crowns, for treatment of tooth decay that results in visible destruction of hard tooth structure or loss of tooth structure due to fracture.

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
<b>Amalgam Fillings (silver fillings) and Composite Resin (white plastic) Fillings</b>	Multiple fillings on one surface will be paid as a single filling. Replacement of an existing filling is allowed if at least 12 months have passed since the existing filling was placed.
<b>Interim Therapeutic Restoration</b>	Covered once per tooth per lifetime for baby teeth.
<b>Protective Filling</b>	Covered once per 12-month period per tooth for emergency relief of pain if no other restorative service is performed on the same tooth on the same date.
<b>Pin Retention</b>	Covered with a basic (amalgam or composite) filling. A benefit one time per filling.
<b>Stainless Steel Crowns Resin Crowns</b>	Covered once per 12-month period per tooth when that tooth cannot be restored by a filling.

### **BASIC— ENDODONTIC SERVICES**

**Endodontic:** Certain services for treatment of non-vital tooth pulp resulting from disease or trauma.

<b>Therapeutic Pulpotomy</b>	Covered once per tooth per lifetime for baby teeth.
<b>Root Canal Therapy</b>	Covered once per tooth. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Repeat Root Canal Therapy</b>	Covered if at least 24 months have passed since the first root canal procedure on the same tooth was performed. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.

<b>Apexification/Recalcification (apical closure/calcific repair of perforations, root resorption, etc.)</b>	Covered once per tooth per lifetime. A course of treatment includes initial, interim, and final visits. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Apicoectomy</b>	Covered once per root per 24 months. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Retrograde Filling (per root)</b>	Covered once per root per 24-month period. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Root Amputation (per root)</b>	Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Hemisection (includes any root removal)</b>	Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.

### **BASIC — PERIODONTIC SERVICES**

**Periodontic:** Certain services for treatment of gum tissue and bone supporting teeth.

<b>Periodontal Scaling and Root Planing — Per Quadrant</b>	Covered once per quadrant per 24-month period. If less than a full quadrant meets criteria for coverage, benefits will be based on the fee for a partial quadrant.
<b>Periodontal Maintenance Procedures Following Active Therapy</b>	Periodontal maintenance procedures, in combination with adult and Dependent Child cleanings or scaling in the presence of gingival inflammation procedures, are limited to four per calendar year.
<b>Crown Lengthening — Hard Tissue, by Report</b>	Included when performed on the same date as surgery to bone structures, crown preparation, or other restoration. Benefits are based on clinical review and limited to once in 36 months.
<b>Osseous Surgery, Gingivectomy, Gingival Flap Procedure, Guided Tissue Regeneration (includes surgery and re-entry), Pedicle Soft Tissue Graft, Free Soft Tissue including donor site</b>	Periodontal surgical procedures are covered once per quadrant per 36-month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Includes local anesthesia and routine post-operative care. Benefits are based on clinical review.

**BASIC— ORAL SURGERY SERVICES**

**Oral Surgery:** Extractions and certain other surgical services and associated covered anesthesia and/or related covered services.

<b>Extractions — Coronal Remnants Deciduous Tooth, Erupted Tooth, Exposed Root, Surgical Extractions of Teeth or Tooth Roots</b>	Includes local anesthesia and routine post-operative care.
<b>Oral Surgery Services</b>	Includes but not limited to fistula closure, sinus perforation closure, tooth reimplantation, surgical access to expose teeth, biopsies, soft-tissue lesion removal, excision of bone tissue, excision of hyperplastic gum tissue, surgical incisions, and cyst removal. Includes local anesthesia and routine post-operative care. Benefits are based on clinical review.
<b>Alveoloplasty</b>	Included when performed on the same date as extractions and includes local anesthesia and routine post-operative care.

**BASIC— PAIN MANAGEMENT SERVICES**

<b>General Anesthesia, Analgesia (Nitrous Oxide), I.V. Sedation</b>	Only one type of anesthesia procedure per date of service is allowed as a separate benefit when provided for covered Oral Surgery procedures.
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**MAJOR — ADJUSTMENT AND REPAIR SERVICES**

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
<b>Re-cement Crowns, Inlays, and Onlays</b>	Covered after six months from initial insertion and once per lifetime per Provider/Provider's office.
<b>Repairs to Crowns</b>	Benefits based on clinical review.
<b>Re-cement Fixed Bridges</b>	Covered after six months from initial insertion of fixed bridge and once per lifetime per Provider/Provider's office.
<b>Repairs to Fixed Bridges</b>	Benefits based on clinical review.

**MAJOR — DENTURE ADJUSTMENT, REPAIR, RELINE, AND REBASE SERVICES**

<b>Denture Adjustments</b>	Covered after six months from the insertion of the full or partial denture, and then not more than two adjustments per appliance per 12-month period.
<b>Repairs to Full and Partial Dentures</b>	Covered after six months from the insertion of the full or partial appliance.
<b>Tissue Conditioning per Denture</b>	Covered twice per 36-month period per appliance.
<b>Relining Dentures or Rebasing Dentures</b>	Relining or rebasing is covered at least six months after the initial insertion of a full or partial denture and then not more than once per 36-month period per appliance.

**MAJOR — INLAY, ONLAY, VENEER, IMPLANT, AND CROWN SERVICES**

**Special Restorative:** Buildups (which may or may not include a post) and laboratory-processed restorations (crowns, onlays, veneers) for treatment of tooth decay that results in visible destruction of hard tooth structure or loss of tooth structure due to fracture, which cannot be restored with amalgam or composite restorations.

**Implants:** Prosthetic appliances placed into or on the bone of the upper or lower jaw to retain or support dental prostheses.

<b>Inlays</b>	An Alternate Benefit allowance for an amalgam filling will be made for the same number of surfaces. Any difference in fee is chargeable to the patient. It will be covered at the amalgam filling allowance only if 60 months have passed since the last placement. Not covered for Dependent children under age 12.
<b>Onlays, Crowns (single unit), Veneers</b>	Covered once per 60-month period for the same tooth. Not covered under age 12. Benefits based on clinical review.
<b>Core (Crown) Buildup including any Pins, Post and Core</b>	Covered when needed to retain a special restorative service or prosthodontic service and only when need is due to extensive loss of tooth structure caused by decay or fracture. Post and core is covered only for endodontically treated teeth. Covered only if 60 months have passed since the last buildup or post and core procedure for the same tooth. Not covered for Dependent children under age 12. Benefits based on clinical review.



<b>Implants — Surgical Placement and Restoration</b>	The placement of the surgical implant and placement of a crown, full or partial denture, or bridge over the implant, is covered once in a 60-month period for restorations involving the same tooth. This limitation includes any prior Special Restorative or Prosthodontic benefits for the same tooth. Not covered for Dependent children under age 16. Temporary appliances are not separately payable.
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**MAJOR — PROSTHODONTIC SERVICES**

**Prosthodontics:** Services for construction or repair of fixed partial dentures (bridges), cast or acrylic removable partial dentures, acrylic complete dentures, and removable temporary partial dentures to replace completely extracted or avulsed natural teeth.

<b>Fixed Bridges</b>	Covered once per 60-month period per individual unit and only if 60 months have passed since the last special restorative, prosthodontic, or implant benefit for the same tooth/teeth. Not covered for Dependent children under age 16.
<b>Full Dentures</b>	Covered once per 60-month period per arch. Not covered within 60 months of benefit for a partial denture in the same arch. Personalized denture procedures, overdentures, or associated procedures are not covered.
<b>Partial Dentures</b>	Covered once per 60-month period per arch. Includes any clasps and rests and all teeth. Metal-based partial dentures are not covered under age 16.
<b>Temporary Removable Partial Dentures</b>	Payable for children 16 years of age or under for missing anterior permanent teeth.
<b>Occlusal Guard</b>	Covered once per 36-month period for bruxism (grinding). Adjustments are covered once per year following six months of initial placement.

**ORTHODONTIC SERVICES**

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
<b>Orthodontic Treatment</b>	<p>Orthodontics are defined as the services provided by a licensed Provider involving orthognathic surgery or appliance therapy for movement of teeth and post-treatment retention for treatment of malalignment of teeth and/or jaws including any related interceptive services.</p>
<b>Limitations on Orthodontic Benefits</b>	<p>a) No benefits will be provided for:</p> <ul style="list-style-type: none"> <li>• Replacement or repair of appliances.</li> <li>• Orthodontic care provided in the treatment of periodontal cases or cases involving treatment or repositioning of the temporomandibular joint or related conditions.</li> </ul> <p>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.</p> <p>c) The initial orthodontic benefit payment for a comprehensive treatment plan of 13 months or more will be made in two payments. The first payment will be issued at time of banding or insertion. The second payment will be issued 12 months later. The final payment will be reduced by any other orthodontic benefits issued that applied to the orthodontic plan maximum. Only members eligible in the plan 12 months after initial banding or insertion will receive the final payment.</p> <p>d) The orthodontic payment benefit for treatment plans 12 months or less will be made in one payment at time of banding or insertion. This payment will be reduced by any other orthodontic benefits issued that applied to the plan's orthodontic maximum.</p> <p>e) For comprehensive orthodontic treatment in progress that began prior to eligibility in the plan, periodic payments will be reduced using applicable processing policies.</p>

**ARTICLE IV. LIMITATIONS/EXCLUSIONS**  
**(What is Not Covered and Pre-Existing Conditions)**

**LIMITATIONS**

- a) Alternate Benefits — Often more than one service or supply can be used for treatment. In deciding the amount allowed on a claim, plan will consider other materials and methods of treatment. Payment will be limited to the Covered Amount for the least costly covered service that meets accepted standards of dental care as determined by Delta Dental. The covered person and their Provider may decide on a more costly treatment. Delta Dental will pay toward the cost of the selected procedure using the Coinsurance level shown on the Schedule of Benefits. Payment will be limited to the Covered Amount for the least costly treatment. **Only covered services are eligible to receive alternate benefits.**
- b) Temporary services will be covered as part of the final service. The benefit allowed for such service and the final service is limited to the benefit allowed for the final service.
- c) Plan will pay procedures performed at the same time and as part of a primary procedure at the amount allowed for the primary procedure.
- d) Services are covered when provided by a person legally permitted to perform such services and are determined to be necessary and appropriate. Benefits will be based on the terms of this plan and Delta Dental's Processing Policies, even if no monies are paid.
- e) Pre- and post-operative procedures are considered part of any associated covered service. Benefit will be limited to the Covered Amount for the covered service.
- f) Local anesthesia is considered part of any associated covered service. Benefit will be limited to the Covered Amount for the covered service.
- g) The Covered Amount for a covered service Started but not Completed will be limited to the amount determined by Delta Dental.
- h) Allowance for an assistant surgeon, when determined by Delta Dental to be a covered service, will not exceed 20% of the surgeon's fee for the same covered service.
- i) Services related to another category of covered services may be covered at the same percentage as the related category of covered services.
- j) Covered services will not be compensated when delivered in response to injuries or conditions that are covered under worker's compensation or employer's liability laws.
- k) Covered services will not be compensated when provided by any federal or state agency.
- l) Covered services provided without cost by any city, county, or other political subdivision will not be compensated.
- m) Covered services for which the person would not have to pay if not insured—such as those delivered to a family member or employee of the Provider—will not be compensated.
- n) Any covered service Started when the person was not covered under this contract will not be compensated. This includes any service Started during an applicable waiting period.
- o) Any covered service provided primarily for cosmetic purposes will not be compensated, except where an Alternate Benefit will be provided as set forth in this contract.
- p) Porcelain or resin fused to metal for crowns or bridge units after the first molar are considered cosmetic. The allowance will be limited to the least costly covered service that meets accepted standards of dental care as determined by Delta Dental, and the patient is responsible for the remainder of the Provider's approved fee.
- q) Covered services to treat tooth structure lost from wear, erosion, attrition, abrasion, or abfraction will not be compensated.
- r) Covered services will not be compensated when delivered as a result of improper alignment, occlusion, or contour.

- s) Covered services related to periodontal stabilization of teeth (splinting) will not be compensated.
- t) Covered services will not be compensated when the patient's oral health will not improve due to an underlying condition.
- u) Covered services will not be compensated when provided in anticipation of future need (**except** covered preventive services).
- v) Covered services for grafting procedures will not be compensated when completed in the mouth where teeth are not present.
- w) Covered services for grafts of tissues from outside the mouth into the mouth will not be compensated.
- x) Covered services not performed in accordance with Colorado state law will not be compensated.
- y) Covered services will not be compensated if administered by any person other than a person licensed to perform them.
- z) Covered services to treat any condition, other than an oral or dental disease, abnormality, or condition will not be compensated.
- aa) Covered services to replace lost, stolen, or damaged items will not be compensated.
- bb) Covered services to repair items altered by someone other than a Provider will not be compensated.
- cc) Covered services for which charges would not have been made but for this coverage, except for services as provided under Medicaid, will not be compensated.
- dd) Covered services will not be compensated when delivered as a result of self-injury.
- ee) Covered Services for any grafting procedure when done in the same site as a tooth extraction, apicoectomy, or hemisection (except bone grafting specific to implant placement if noted in covered services) will not be compensated.
- ff) Covered Services for bone graft, biologic materials, tissue regeneration with periradicular surgery and any related services will not be compensated.
- gg) Covered services provided for treatment of teeth retained in relation to an overdenture will not be compensated.
- hh) Any prosthodontic service provided within 60 months of special restorative services involving the same teeth will not be compensated.
- ii) Any special restorative service provided within 60 months of fixed prosthodontic services involving the same teeth will not be compensated.
- jj) Fixed and removable prosthodontic appliances (bridges and partials) will not be compensated in the same arch except when the fixed denture (bridge) replaces front teeth.

### **EXCLUSIONS**

- a) Athletic mouth guards, and jaw-function services, bite registration or analysis, or any related services.
- b) Conscious sedation and other patient management services.
- c) Charges for prescribed drugs.
- d) Any Experimental or Investigational treatment.
- e) Hospital costs or any charges for use of any facility.
- f) House/extended care facility call, hospital, or ambulatory surgical center call.
- g) Interim complete dentures.
- h) Implant/abutment supported interim fixed denture for edentulous arch.
- i) Therapy for speech or the function of the tongue or face.
- j) Coping used as a definitive restoration.
- k) Anatomical crown exposure and any related services.
- l) Pulpal regeneration and any related services.
- m) Connector bar or pediatric partial denture and any related services.
- n) Any orthodontic services not specifically included in Covered Services, above.
- o) Treatment of any temporomandibular joint (TMJ) problems, including facial pain or any related conditions. Any related diagnostic, preventive, or treatment services.
- p) Tomographic survey.
- q) 3D photographic images.
- r) Image capture and/or interpretation for cone beam, MRI, ultrasound, sailoendoscopy.
- s) Implant index.
- t) Sample collection.
- u) Any vestibuloplasty.
- v) Any maxillofacial prosthetics services.
- w) Any surgical repositioning of teeth, osteoplasty, osteotomy, LeFort procedures.
- x) Any complicated suturing and reconstruction services.
- y) Any transplantation or re-implantation services.
- z) Any placement of temporary anchorage device.
- aa) Any harvest of bone.
- bb) Any corticotomy.
- cc) Precision attachment and any related services.
- dd) Repair or relin of occlusal guard and any other related services.
- ee) Teaching services.
- ff) Completion of forms. Providing diagnostic information. Copying of records. Sales tax. Translation services.
- gg) Missed/cancelled appointment charges.
- hh) Preventive and plaque-control programs, including home care items.
- ii) Provisional splinting.
- jj) Internal and external bleaching.
- kk) Any services not included in Covered Services.

### **ARTICLE V. MEMBER PAYMENT RESPONSIBILITY**

To receive any benefits under This Plan, a Member must pay Deductibles and Coinsurance. Members will also be responsible for paying amounts above the annual maximum, Service-

related maximums, and all charges for Services not covered under This Plan. Members may also be responsible for some part of the premium as determined by the Group.

**ARTICLE VI. CLAIMS PROCEDURE  
(How to File a Claim)**

- 6.01 PAYMENT OF CLAIMS.** Covered Services will not include, and payment will not be made for claims for dental Services not listed in this Contract and any appendix, amendment, or rider. Claims submitted to Delta Dental must use terms of the American Dental Association Current Dental Terminology (Code on Dental Procedures and Nomenclature).
- 6.02 PRE-TREATMENT ESTIMATE.** Before beginning a course of treatment, a description of that course of treatment may be submitted to Delta Dental. Delta Dental will provide an estimate of the benefits for the planned course of treatment. Delta Dental does not require pre-treatment estimates. However, Delta Dental offers this Service in order to allow for treatment planning.
- 6.03 CLAIMS FROM NON-PARTICIPATING PROVIDERS.** Payment for Completed Covered Services from a Non-Participating Provider will be based on the Non-Participating Maximum Plan Allowance. The Member will be responsible for the difference between any Plan reimbursement and the full cost of Service.
- 6.04 CLAIMS FROM PARTICIPATING PROVIDERS.** Payment for Completed Covered Services provided by a Participating Provider will be made directly to the Provider. For Covered Services, Members do not have to pay any amount above what Delta Dental allows. For PPO Participating Providers, the amount Delta Dental allows is set forth in the PPO Schedule of Allowances. For Premier Participating Providers, the amount Delta Dental allows is the Premier Maximum Plan Allowance. If the Participating Provider charges more for a Service than Delta Dental allows, that amount is not chargeable to the patient.
- 6.05 TIME FRAME FOR SUBMISSION OF CLAIM.** Delta Dental will not pay claims submitted more than 12 months after the date the Service is Completed. If a Participating Provider failed to submit a claim within this time, the Member will not be liable for the amount that Delta Dental would have paid.
- 6.06 COORDINATION OF BENEFITS.** This coordination of benefits (COB) provision applies when a person has health care coverage under more than one Plan. Plan is defined below.

The order-of-benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable Expense.

- 6.06.01 DEFINITIONS.** Coordination of Benefits means taking into account other Plans when paying Benefits.

**Allowable Expense** is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering a Member. When a Plan provides benefits in the form of Services, the reasonable cash value of each Service will be considered an Allowable Expense and a Benefit paid. An expense that is not covered by any Plan covering the Member is not an Allowable Expense. In addition, any expense that a Provider by law or in accordance with a contractual agreement is prohibited from charging a Member is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

- (1) If a Member is covered by two or more Plans that compute their Benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.
- (2) If a Member is covered by two or more Plans that provide Benefits or Services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
- (3) If a Member is covered by one Plan that calculates its Benefits or Services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its Benefits or Services on the basis of negotiated fees, the primary Plan's payment arrangement shall be the Allowable Expense for all Plans. However, if the provider has contracted with the Secondary Plan to provide the Benefit or Service for a specific negotiated fee or payment amount that is different than the primary Plan's payment arrangement and if the Provider's contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.
- (4) The amount of any benefit reduction by the Primary Plan because a covered Member has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of Plan provisions include second surgical opinions, precertification of admissions, and preferred Provider arrangements.

**Claim Determination Period** is usually a calendar year, but a Plan may use some other period of time that fits the coverage of the group contract. A person is covered by a Plan during a portion of a Claim Determination Period if that person's coverage starts or ends during the Claim Determination Period. However, it does not include any part of a year during which a person has no coverage under This Plan or before the date this COB provision or a similar provision takes effect.

**Closed-panel Plan** is a Plan that provides health benefits to covered persons primarily in the form of Services through a panel of Providers that have contracted with either directly or indirectly or are employed by the Plan and that limits or excludes Benefits for Services

**Custodial Parent** means a parent awarded primary custody by a court decree. In the absence of a court decree, it is the parent with whom the child resides more than one half of the calendar year without regard to any temporary visitation.

**Order-of-benefit Determination Rules** determine whether This Plan is a Primary Plan or Secondary Plan when the person has coverage under more than one Plan.

When This Plan is Primary, its benefits are determined before those of any other Plan and without considering any other Plan's Benefits. When This Plan is Secondary, its benefits are determined after those of another Plan and may be reduced because of the Primary Plan's benefits, so that all Plan Benefits do not exceed 100% of the total Allowable Expense.

**Plan** means a Plan that provides Benefits or Services for dental care on a group 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** means coverage that must pay first. The Primary Plan must pay up to its full liability.

**Secondary Coverage** means coverage that pays a claim after the Primary Plan pays.

**This Plan** means, in a COB provision, the part of the contract providing the health care Benefits to which the COB provision applies, and which may be reduced because of the Benefits of other Plans. Any other part of the contract providing health care Benefits is separate from This Plan. A contract may apply one COB provision to certain Benefits, such as dental Benefits, coordinating only with similar Benefits, and may apply another COB provision to coordinate other Benefits.

#### **6.06.02 WHEN COORDINATION OF BENEFITS APPLIES.**

Coordination of Benefits applies when a Member is covered under more than one Plan. The Benefits of This Plan will be coordinated with the other Plan(s).

#### **6.06.03 RULES FOR COORDINATION OF BENEFITS.**

The rules for the order of payment are shown below.

- a) The Primary Plan pays or provides its Benefits according to its terms of coverage and without regard to the benefits under any other Plan.
- b) (1) Except as provided in paragraph (2), a Plan that does not contain a Coordination of Benefits provision that is consistent with these rules is always primary unless the provisions of both Plans state that the complying Plan is primary.

(2) Coverage that is obtained by virtue of membership in a group and designed to supplement part of the basic package of Benefits may provide supplementary coverage that shall be in excess of any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed-panel Plan to provide out-of-network benefits.

- c) A Plan may consider the Benefits paid or provided by another Plan in determining its Benefits only when it is secondary to that other Plan.



d) Each Plan determines its order of benefits using the first of the following rules that apply:

(1) Non-Dependent or Dependent. The Plan that covers the person other than as a Dependent, for example as an employee, Member, Subscriber, or retiree is the Primary Plan, and the plan that covers the person as a Dependent is the Secondary Plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a Dependent; and primary to the Plan covering the person as other than a Dependent (e.g., a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, Member, Subscriber, or retiree is the Secondary Plan and the other Plan is the Primary Plan.

(2) Dependent Child Covered Under More Than One Plan. Unless there is a court decree stating otherwise, when a Dependent child is covered by more than one Plan, the order of benefits is determined as follows:

(A) For a Dependent child whose parents are married or are living together, whether or not they have ever been married:

(i) The Plan of the parent whose birthday (month and day) falls earlier in the calendar year is the Primary Plan; or

(ii) If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.

(B) For a Dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:

(i) If a court decree states that one of the parents is responsible for the Dependent child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to Plan years commencing after the Plan is given notice of the court decree;

(ii) If a court decree states that both parents are responsible for the Dependent child's health care expenses or health care coverage, the provisions of Subparagraph (a) above shall determine the order of benefits;

(iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the Dependent child, the provisions of Subparagraph (a) above shall determine the order of benefits; or

(iv) If there is no court decree allocating responsibility for the Dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:

- The Plan covering the custodial parent;
- The Plan covering the spouse of the custodial parent;
- The Plan covering the non-custodial parent; and then
- The Plan covering the spouse of the non-custodial parent.

(C) For a Dependent child covered under more than one Plan of individuals who are not the parents of the child, the provisions of Subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.

(3) Active Employee or Retired or Laid-off Employee. The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a Dependent of an active employee and that same person is a Dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D.(1) can determine the order of benefits.

(4) COBRA or State Continuation Coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, Member, Subscriber, or retiree or covering the person as a Dependent of an employee, Member, Subscriber, or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D.(1) can determine the order of benefits.

(5) Longer or Shorter Length of Coverage. The Plan that covered the person as an employee, Member, policyholder, Subscriber, or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.

(6) If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan

## **ARTICLE VII. GENERAL POLICY PROVISIONS**

**7.01 RIGHT TO INFORMATION AND RECORDS.** Delta Dental may receive records related to the treatment of a Member from any Provider. Delta Dental may require a Member to be examined by a dental consultant retained by Delta Dental. Delta Dental will maintain records in a confidential manner in accordance with federal and state law.

### **7.02 CLAIMS REIMBURSEMENT**

Claims Reimbursement - On the 2nd, 12th and 22nd day or the last business day closest to such date of each month (or, upon 30-days' notice to Group by Delta Dental, on any alternate three dates in a given month as determined by Delta Dental in Delta Dental's sole discretion), Delta Dental will notify the Group of the total amount of Providers' statements paid or otherwise discharged by Delta Dental for services rendered. Using one of the options described below, a prompt transfer of funds is made to Delta Dental

to cover such disbursements as they become due and payable upon receipt of said notification.

**a) Automated Clearing House Transfer (ACH Transfer)**

Once the Group is notified of the total claims paid, Delta Dental has authorization from the Group to initiate an electronic transfer of funds from the Group's account to cover the total claims paid by Delta Dental. The ACH Transfer will occur 2 business days following the Group's receipt of the total claims paid by Delta Dental.

**b) Wire Transfer**

Once the Group is notified of the total claims paid, the Group initiates the electronic transfer of funds from their account to cover the total claims paid by Delta Dental. The electronic fund transfer must be completed within 5 business days of the Group receiving the invoice.

**7.03 MONTHLY SERVICE FEE.** The Monthly Service Fee for each Subscriber is as noted on the Declaration Page. The Group agrees to remit to Delta Dental during the Contract Term a monthly Service Fee for each subscriber. This is due and payable on the 15th day of each month for the previous month's Service fee.

**7.04 SERVICE FEE AND CLAIMS REIMBURSEMENT AT TERMINATION.** In the event this Contract terminates for any reason, the Applicant will be liable for all Service Fees due but unpaid, as well as Claims Reimbursement for all claims for Services incurred by any Member prior to the effective date of termination.

**7.05 CHANGE OF SERVICE FEE.** In the absence of an amendment mutually agreed upon between Applicant and Delta, no change in the Service Fee will be made during a Contract Year.

**7.06 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.

**7.07 GRACE PERIOD.**

- Service Fee. The Contract has a Grace Period of 15 days after the due date of the Service Fee bill.
- Claims Reimbursement. The Contract has a Grace Period extending to the following bill of claims reimbursement. When Delta Dental has notified the Group of the total claims paid on the 2nd, the grace period is until the 12th day of the month; when Delta Dental has notified the Group of the total claims paid on the 12th, the grace period is until the 22nd day of the month; and when Delta Dental has notified the Group of the total claims paid on the 22nd calendar day, the grace period is until the 2nd of the following month.

The coverage remains in force during this Grace Period unless terminated by the Group. If either the Service Fee or Claims Reimbursement are not paid by the end of the Grace Period, the Contract will be placed on a hold status, where no claims will be paid and no eligibility will be guaranteed. If the Group does not pay after this Grace period, they may

be terminated as of the last date of the earliest Grace Period at the discretion of Delta Dental. Service Fees and Claim Reimbursement are due through the last day of the Grace Period, including the Grace Period.

**7.08 TIMELY NOTICE.** 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. Group shall be liable for any payments made by Delta Dental in reliance upon faulty eligibility information supplied and/or not corrected by Group.

**7.09 EXTENDED COVERAGE.** Delta Dental Benefits will end if this Contract is terminated or if a person's coverage is cancelled. Delta Dental will cover no further Services except as described below.

If a Covered Service Started before coverage ends, but the Covered Service is Completed after it ends, Delta Dental will pay Benefits for the Covered Service as follows:

- Benefits will be paid in the amount that would have been paid and subject to the same terms as would have applied if the person's coverage were still in effect.
- Benefits will be paid only if the Covered Service is Completed within 60 days after the date the person's coverage ended.
- Extended Coverage benefits are not applied to orthodontic Services.

No benefit will be paid if the Covered Service is Started after coverage ends.

**7.10 SUBROGATION.** Delta Dental may pursue on its own or with a Member a claim against a third party. If Delta Dental pays a claim for injuries to a Member and the Member settles with a third party for an amount that includes such costs, the Member must refund Delta Dental the amount equal to the benefit payment made to, or on behalf of, the Member.

**7.11 NOTICES.** Any notice under this Contract will be valid if given by either the Applicant or Delta Dental to the other. In the case of the Applicant, notice may be given to a designated agent. The notice will be effective upon the date of mailing.

**7.12 NOTICES TO SUBSCRIBERS.** Notice to a Subscriber will be in writing and sent by regular US mail to the current address in Delta Dental's records. If agreed to by Delta Dental and the Subscriber, notices may be sent via email.

**7.13 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.

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

**7.15 ENTIRE CONTRACT; AMENDMENTS.** This Contract is the complete agreement between Delta Dental and the Group. 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 Members regardless of the date their coverage became effective or the date treatment was Started.

- 7.16 RESERVATION OF RIGHTS.** Delta Dental reserves all rights not expressly granted to either party in this Contract. Delta Dental may change or end the plan if required due to changes in federal or state laws and/or regulations governing healthcare benefits, the requirements of the Internal Revenue Code or ERISA, the provisions of a contract, or any other reason.
- 7.17 GROUP'S ACCESS TO RECORDS.** Delta Dental agrees that Group or its designated representative may access all files and records pertinent to the Group in accordance with federal and state laws. The group must give 14 days' written advance notice.
- 7.18 SETTLEMENT OF DISPUTES.** Any dispute between Delta Dental, a Participating Provider, and Member, or any combination of these, must be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Except for ERISA covered claims, disputes include adverse claim decisions not settled by the appeals process. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. 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.
- 7.19 SUBSCRIBER BENEFIT BOOKLET.** Delta Dental will give a Subscriber Benefit Booklet to the Group. The Group will make the booklet available to each Subscriber. If an amendment to this Contract will materially affect the Benefits in the booklet, we will give a revised Subscriber Benefit Booklet or inserts showing the change to the Group.
- 7.20 PHYSICAL EXAMINATION.** Delta Dental, at its own expense, may examine an individual for whom a claim or request for pre-estimation of Benefits is pending under this Contract.
- 7.21 GENDER.** The use of the singular will include the plural and the plural the singular. Use of any gender will include all genders.
- 7.22 HIPAA PRIVACY & SECURITY.** Delta Dental complies with the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security regulations.
- 7.23 AGREEMENT WITH STATE LAW.** Any requirement in this Contract that on the group's effective date is in conflict with the laws of the state in which any Member lives is hereby changed to the minimum requirement of such laws.
- 7.24 NON-DISCRIMINATION.** Delta Dental does not use individual health factors to determine benefits or premium rates. 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.

## **ARTICLE VIII. TERMINATION/NONRENEWAL/CONTINUATION**

- 8.01 RENEWAL.** The Contract will renew for one-year periods unless either party elects not to renew by giving the other party written notice. Notice must be received at least 60 days before the end of the current Contract Year. If there are changes to the rates or other

terms of this Contract effective on an Anniversary Date, Delta Dental will provide notice of the proposed changes with the notice of renewal.

**8.02 TERMINATION.** This Contract may be terminated as follows:

- a) By either the Group or Delta Dental at the end of the initial Contract or at the end of any Contract Year if the required notice of non-renewal is given.
- b) In the event any Service Fee due as stated in Article VII 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 VII, Section 7.07, Delta Dental may terminate all further obligations.
- c) In the event any Claims Reimbursement due as stated in Article VII of this Contract is not paid within 10 calendar 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 VII, Section 7.07, Delta Dental may terminate all further obligations.
- d) 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 notice of such default.
- e) By election of Delta Dental in the event enrollment of Subscribers changes by 10% or more from the minimum enrollment requirements included on Delta Dental's proposal. Delta Dental may, at its option, terminate or propose to the Group alternative adjustment in rates, Benefits, or copayments. 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.
- f) Upon written notification by the 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.
- 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.

In the event this Agreement terminates as stated, the Group will remain liable to Delta Dental for the full amount of the Providers' statements paid or otherwise discharged by Delta Dental for services rendered and incurred under this Contract prior to the termination date. In addition, the Group will be and remain liable to Delta Dental for a period of 12 months following the termination date for the full amount of Provider's statements paid or otherwise discharged by Delta Dental for services rendered according to ARTICLE VI, CLAIMS PROCEDURE, 6.03 and 6.04.

**8.03 PROCEDURES ON TERMINATION**

- a) In the event of termination of this Agreement in accordance with the provisions of Article VIII, Section 8.02, no Subscriber will, on or after the date on which the termination takes effect, be entitled to any further benefit payments hereunder and Group will indemnify and hold Delta Dental harmless with respect to any claims by or with respect to Subscribers for further benefit payments hereunder without regard to the date on which the dental claims were incurred.

However, Delta Dental will have the right to process Providers' statements for payment where each of the following terms are met, provided that any Claims Reimbursement and Service Fees owed Delta Dental have been paid:

1. the Provider's statement is first received by Delta Dental within 12 months of the termination date of this Agreement according to ARTICLE VI, CLAIMS PROCEDURE, 6.03 and 6.04;
  2. the date of service reported on the Provider's statement was within 12 months of the date the claim was first received by Delta;
  3. the date of service reported on the Provider's statement was no later than the termination date of this Agreement.
- b) In the event of termination by Delta Dental, all Benefits will terminate and Delta Dental will be released from all further obligations of this Agreement, effective on the last day of the month in which written notice of termination is given; provided, however, that Delta Dental will make payments for dental services for Extended Benefits. Applicant will remain liable to Delta Dental for:
1. the unpaid payments applicable for the period this Agreement was in effect prior to termination; and
  2. the full amount of all Provider's statements paid or otherwise discharged by Delta Dental after the termination date but incurred during the full Term of this Contract.
  3. In the event of termination of this Agreement for any cause, Delta Dental will not be required to pay for services provided beyond such termination date, except for the completion of single procedures started while this Agreement was in effect, which are otherwise Benefits under the terms of this Agreement, provided that any Claims Reimbursement and Service Fees owed Delta Dental have been paid.

**8.04** If on termination of this Contract for any cause Group has not paid Service Fee and/or Claims Reimbursement 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 to Delta Dental.

**8.05** **COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)** Generally applies to groups with 20 or more employees.

Under COBRA, Members who have a qualifying event may be able to continue coverage for a period of time. The Benefits will be the same as those of active Subscribers. The Member must pay the Premium, which cannot exceed 102% of the cost for an active employee with the same plan. Qualifying events govern if a person may elect COBRA and the length of coverage. The employer or Group must administer COBRA according to federal requirements.

COBRA continuation coverage will end 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 for which Premium has been paid;
- d) The day the person becomes entitled to Medicare;
- e) The day the person is eligible for coverage under another Group Plan.

**8.06 CONTINUED HEALTH COVERAGE (Colorado State Continuation)** Applies to Groups not subject to COBRA.

Members covered under this Contract, or a similar Contract it replaces, for at least six months may be able to continue coverage for up to 18 months under State Continuation. Their Premium and Benefits will be the same as those for active Subscribers, except that the Member will be responsible for the Premium. The employer or Group must administer State Continuation according to state law.

State Continuation coverage is effective upon loss of coverage. Within 60 days of the loss, the Group must send enrollment information and Premium to Delta Dental for the Member'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 is paid;
- d) The day the person becomes entitled to Medicare;
- e) The day the person is eligible for coverage under another Group Plan; or
- f) In the case of a Dependent child, the day they no longer meet the definition of Dependent.

## **ARTICLE IX APPEALS AND COMPLAINTS**

### **9.01 APPEALS of ADVERSE DETERMINATIONS**

#### **A. Internal Appeal Process — First-level Appeals**

An adverse claim determination may be appealed within 180 days of the date of the original Explanation of Benefits by writing to:

**Delta Dental of Colorado**  
**Attn: Appeals**  
**PO Box 172528**  
**Denver, CO 80217-2528**

Additional information should be submitted in support of the appeal.

Appeals are reviewed by an impartial Provider of the same or similar specialty as would typically manage the case being reviewed or by a Delta Dental claims specialist. The reviewing Provider will not have been involved in the initial decision.



The decision will be sent to the Member with the rationale for the decision. The decision will be made within 30 calendar days for pre-Service denials. Post-Service decisions will be made within 60 calendar days.

**B. Internal Appeal Process — Expedited Appeals**

Members may request an expedited appeal when the time for a standard review would seriously jeopardize the life or health of the Member, would jeopardize the Member'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.

**ARTICLE X. INFORMATION ON POLICY AND RATE CHANGES**

**10.01 CONTRACT CHANGES UPON RENEWAL.** The terms of this policy, including the rates payable by the Group, may be amended upon its renewal pursuant to the terms set forth in Section 8.01.

**10.02 ALL OTHER CONTRACT CHANGES.** Except as set forth in Sections 7.17, 7.18 and 8.01, no agent or employee of Delta Dental may 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.

## ARTICLE XI. DEFINITIONS

The terms below apply to this Contract:

**11.01 ADVERSE DETERMINATION** means a denial of: A preauthorization for a covered Benefit; a request for Benefits for an individual on the grounds that the treatment or covered Benefit is not medically Necessary, appropriate, effective, or efficient or is not provided in or at the appropriate health care setting or level of care; a request for Benefits on the ground that treatment or Service is Experimental or Investigational; or a Benefit denied because the treatment is an excluded Benefit and wherein the claimant presents evidence from a dental professional licensed pursuant to the Dental Practice Law of Colorado that there is a reasonable medical basis that the contractual exclusion does not apply to the denied Benefit.

**11.02 ALTERNATE BENEFIT** means the Benefit allowed for the least costly, commonly accepted Service that could be used to treat a dental condition for which a Member has selected a more costly treatment.

**11.03 APPLICANT** means the Group or employer wishing to provide dental benefits.

**11.04 BENEFITS** mean the Services described in this Contract in the Benefits Rider, BENEFITS, LIMITATIONS, and EXCLUSIONS.

**11.05 CLAIMS REIMBURSEMENT** means the amount of money the Group must pay Delta Dental for the total amount of Providers' statements paid or otherwise discharged by Delta Dental for services rendered for all Subscribers.

**11.06 COINSURANCE** means the percent of a Covered Amount that the member will pay. The Coinsurance for each type of Covered Service is determinable by subtracting the "Plan Pays" amount on the Declarations Page from 100 percent. The Coinsurance that applies to a Subscriber may vary by type of dental Service.

**11.07 COMPLETED** means:

- For root canal therapy, the date the canals are permanently filled.
- For fixed bridges (fixed partial dentures), crowns, inlays, onlays, and other laboratory prepared restorations: The date the restoration is cemented in place.
- For dentures and partial dentures (removable partial dentures): The date that the final appliance is first inserted in the mouth.
- For all other Services: The date the procedure is Started.

A Benefit is only payable once Completed.

**11.07** The **CONTRACT ANNIVERSARY DATE or ANNIVERSARY DATE** is noted on the Declaration Page of this Contract. The Anniversary Date is the first day of each Contract Year following the initial Contract Year.

**11.08 CONTRACT** means this agreement between Delta Dental and the Applicant. It includes attached appendices, exhibits, and riders, if any. This Contract is the whole agreement between the parties.

**11.09 CONTRACT TERM** means the time from the Group's Effective Date of the Contract until it is terminated.

**11.10 CONTRACT YEAR** is the 365 days beginning on the Group's Effective Date of this Contract and each year after unless the contract is terminated. The contract year is 366 days in a leap year.

**11.11 COVERED AMOUNT** means:

- For PPO Providers, the lesser of the amount set forth in the PPO Schedule of Allowances or the fee actually charged.
- For Premier Participating Providers, the lesser of the Premier Maximum Plan Allowance or the fee actually charged.
- For all other Providers, the lesser of the Non-Participating Maximum Plan Allowance or the fee actually charged.

**11.12 COVERED SERVICES** mean the Services described in this Contract or attachments, subject to the limitations and exclusions noted.

**11.13 DEDUCTIBLE** means the amount the Member must pay before Delta Dental pays. The Deductible is shown on the Declarations Page. If there is a limit to the deductible that a family must pay, that will be shown on the Declarations Page.

**11.14 DEPENDENT** means:

- The Subscriber's lawful spouse, including civil-union partner or domestic partner.
- Civil-union partner must:
  - ❖ Be at least 18 years old.
  - ❖ Not be a partner in another civil union.
  - ❖ Not be married to another person.
  - ❖ Not be related to the Subscriber.
  - ❖ Have entered into a civil union based on the guidelines of Article 15 of Title 14, C.R.S. recognized pursuant to Colorado law.
- Domestic partner must meet each of the requirements listed below:
  - ❖ Be at least 18 years old and view themselves as a family.
  - ❖ Be of the same or opposite sex.
  - ❖ Not be married and may not have another partner.
  - ❖ Have lived together for at least 6 consecutive months.
  - ❖ Not be related to the Subscriber.
  - ❖ Be financially interdependent.
- A child under the Dependent age limit shown on the Declaration Page.
- A child who reaches the Dependent Age Limit stated on the Declarations Page and is incapable of self-support because of physical or mental disabilities that began before reaching the Dependent age limit and is dependent on the Subscriber. Delta Dental may annually request proof of such disability and dependency. Failure to submit such proof will terminate coverage.

Eligible children are natural children, stepchildren, children under court-ordered guardianship, adopted children, foster children, and children of a civil-union partner or common-law spouse.

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

Persons in active military service are not eligible Dependents.

**11.15 GROUP EFFECTIVE DATE** is the date coverage begins for the group.

**11.16 MEMBER EFFECTIVE DATE** is the date coverage begins for the member.

**11.17 ELIGIBLE CLASS** is a group of Subscribers who are allowed to enroll under the Contract.

**11.18 ELIGIBILITY WAITING PERIOD** refers to active Subscribers who have met the minimum requirements necessary to be eligible for enrollment through the employer's Plan and who will become eligible with Delta Dental on the date specified by the employer. Delta Dental does not maintain any eligibility waiting periods that are set forth by the employer.

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

**11.20 EXPERIMENTAL OR INVESTIGATIONAL PROCEDURES** means those Services not generally accepted in the dental community as being safe and effective, as defined by Delta Dental.

**11.21 GROUP** means the Applicant or employer contracting for dental Benefits.

**11.22 MAXIMUM PLAN ALLOWANCE** means the most that a Provider is allowed to charge for a procedure. Delta Dental reviews the limits twice a year. Delta Dental reserves the right to increase or decrease fees for any procedure in its sole and absolute discretion.

**11.23 MEMBER** means any person—Subscriber or Dependent—eligible and enrolled for coverage under This Plan.

**11.24 NECESSARY** means a Service that Delta Dental decides, using accepted standards of dental care and Delta Dental's processing policies, is needed and fitting for treatment of the Member's dental condition.

**11.25 NON-PARTICIPATING PROVIDER** means a Provider who does not contract with Delta Dental.

**11.26 OPEN ENROLLMENT** means a period prior to the Anniversary Date when eligible Subscribers and their Dependents may enroll. They may also change from one Plan to another if the Contract permits them to do so. Coverage is effective on the Applicant's Anniversary Date.

**11.27 PARTICIPATING PROVIDER** means a Provider who contracts with Delta Dental.

- **Premier Participating Provider** means a Provider who has executed a Premier Participating Provider Agreement with Delta Dental.
- **PPO Participating Provider** means a Provider who has executed a PPO Provider Agreement with Delta Dental.

**11.28 PREMIUM** means the amount of money paid for each Subscriber to buy the Benefits provided in this Contract.

**11.29 PRE-TREATMENT ESTIMATE** is a review of a Provider's plan of care to determine what will be covered under this Contract.

**11.30 PROVIDER** means a person licensed to provide dental Services.

**11.31 SERVICE** means a procedure or supply provided by a Provider.

**11.32 SERVICE FEE** means the amount of money paid to Delta Dental for each Subscriber to purchase the Administrative Services provided by this Contract, as provided in Article VII.

**11.33 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 performed.
- For all other Services: The date the Service is performed.

**11.34 SUBSCRIBER** means:

- An enrolled Employee for whom the monthly Premium is paid.
- A person who elects continued coverage and for whom the monthly Premium is paid.



**Delta Dental PPO  
Schedule of Benefits  
For Group # 6026  
CITY AND COUNTY OF DENVER- LOW PLAN**

This Schedule of Benefits should be read in conjunction with your Subscriber Benefit Booklet. Your Subscriber 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 Provider, you may have more out-of-pocket costs.**

**Control Plan** — Delta Dental of Colorado

**Benefit Year** — January 1 to December 31

	<b>Delta Dental PPO™ Providers</b>	<b>Delta Dental Premier® Provider</b>	<b>*Non-Participating Provider</b>
<b>Covered Services</b>	<b>Plan Pays</b>	<b>Plan Pays</b>	<b>Plan Pays</b>
<b>Diagnostic &amp; Preventive Services</b>			
Oral Exams and Cleanings	<b>100%</b>	<b>80%</b>	<b>80%</b>
X-Rays			
Sealants			
Fluoride Treatments			
<b>Basic Services</b>			
Basic Restorative (Fillings)	<b>80%</b>	<b>50%</b>	<b>50%</b>
Oral Surgery			
Endodontics (Root Canal Therapy)			
Periodontics (Gum Disease Treatment)			
<b>Major Services</b>			
Prosthodontics (Dentures, Bridges)	<b>50%</b>	<b>50%</b>	<b>50%</b>
Special Restorative Crowns, Implants, and Onlays			
<b>Orthodontic Services</b>			
Orthodontics (all ages)	<b>50%</b>	<b>50%</b>	<b>50%</b>

**\* Important: Non-Participating Providers are allowed to balance-bill. Subscribers and/or Dependents are responsible for the difference between the Non-Participating Maximum Plan Allowance and the full fee charged by the Provider.**

**Age**

<b>Type</b>	<b>Age Limit</b>	<b>Coverage Thru</b>
Dependent Child	26	Month

**Deductible** (January 1–December 31)

Class	Type	Network	Amount
All Covered Classes Except D&P and Ortho	Individual coverage amount	PPO	\$25
All Covered Classes Except Ortho	Individual coverage amount	Premier & Non-Participating	\$25
All Covered Classes Except D&P and Ortho	Family coverage amount	PPO	\$75
All Covered Classes Except Ortho	Family coverage amount	Premier & Non-Participating	\$75

**Annual Maximum** (January 1–December 31)

Class	Type	Network*	Amount
All Covered Classes Except D&P and Ortho	Individual coverage amount	PPO, Premier & Non-Participating	\$1250
Orthodontic Classes	Individual Lifetime	PPO, Premier & Non-Participating	\$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. New hires must enroll himself or herself and any eligible dependents within 31 days of their date of employment. No other enrollment is permitted unless a qualified status change has occurred under the Health Insurance Portability and Accountability Act of 1996 and must occur within 31 days of the qualified status change.

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

**PPO Participating Provider**

Advantages of seeing a PPO provider include:

- Payment is based upon the PPO Schedule of Allowances, or the fee actually charged, whichever is less.
- Claim forms are submitted directly to Delta Dental by the providers.
- 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 Provider.**

**Premier Participating Provider (Non-PPO)**

You have the option of seeing a Premier Provider, but you may incur additional out-of-pocket 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 Providers.
- You are only responsible for any applicable deductible and coinsurance for covered procedures.

**Non-Participating Provider (Non-PPO)**

You have the option of seeing a Non-Participating Provider, but you may incur additional out-of-pocket costs:

- You may be responsible for payment in full to the Provider and for filing your claim with Delta Dental for reimbursement.
- You are responsible for the difference between the full fee charged by the provider and the non-participating Maximum Plan Allowance, any applicable deductible and coinsurance for covered procedures.

**COVERED AMOUNT** means

- For PPO Providers, the lesser of the PPO Schedule of Allowances or the fee actually charged.
- For Premier Participating Providers, the lesser of the Premier Maximum Plan Allowance or the fee actually charged.
- For all other providers, the lesser of the Non-Participating Maximum Plan Allowance or the fee actually charged.

Colorado counties without PPO or Premier providers are Cheyenne, Crowley, Gilpin, Jackson, Kiowa, Saguache, San Juan, and Sedgwick.

# **Delta Dental of Colorado Group Dental Plan**

## **CONTACT US**

**Visit Delta Dental's website:  
[www.deltadentalco.com](http://www.deltadentalco.com)**

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

**Delta Dental of Colorado  
PO Box 173803  
Denver, CO 80217**

**Customer Service:  
1-800-610-0201  
[customer\\_service@ddpco.com](mailto:customer_service@ddpco.com)**



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## ELIGIBILITY

All eligible Subscribers and their Dependents who enroll will be covered on the Effective Date. All Subscribers will become eligible as determined by the employer group.

This Policy is effective at 12 a.m. on the Effective Date and will terminate at 11:59 p.m. on the date of termination.

No one may be covered as a Dependent and as a Subscriber under this plan. If both parents are covered as Subscribers, children may be covered as Dependents of one parent only.

Benefits for a Dependent child will continue until the last day of the calendar month in which the limiting age is reached.

Persons in active military service are not eligible Dependents.

Dependents of an eligible subscriber may enroll within 31 days of the following:

- The date the Subscriber becomes eligible to enroll. The effective date is that of the Subscriber.
- New Dependents must be enrolled within 31 days and will be covered the first of the following month. Newborns and adopted children will be covered on the date of birth or date of placement for adoption.
- The date the plan is amended to provide dependent coverage. The plan becomes effective on the first day of the month following this change.
- The date upon which they lose coverage through another source, if they show proof of loss. (Loss of coverage is any loss due to death, divorce, loss of job, or termination of benefits by the subscriber). The Effective Date will be the first day of the month following this change.

If not added within the 31-day timeframe, the Dependent can be added during the Open Enrollment period, if applicable.

## HOW TO ACCESS YOUR SERVICES AND OBTAIN APPROVAL OF BENEFITS (Applicable to Managed Care Plans)

### How to Find a Provider

There are two easy ways to find out if your Provider is a Delta Dental PPO or Premier participating Provider.

1. Visit our website at [www.deltadentalco.com](http://www.deltadentalco.com) or
2. Call customer service at 1-800-610-0201.

***The network is subject to change. Please check on the status of your Provider before your next treatment.***

You do not need to get approval before being treated. Before starting treatment that may cost \$400 or more, you may request an estimate from Delta Dental. Pre-treatment estimates are not required.

## BENEFITS/COVERAGE (What is Covered)

### COVERED DENTAL SERVICES

#### DIAGNOSTIC & PREVENTIVE SERVICES

**Diagnostic:** Certain services performed to assist the Provider in evaluating the existing conditions and determining the dental care required.

**Preventive:** Certain services performed to prevent the occurrence of dental abnormalities or disease.

PROCEDURE	BENEFIT DESCRIPTION
<b>Oral Exam (all exam types, except Limited Oral Exam — Problem Focused)</b>	Two exams in a calendar year are covered. There is no separate benefit for diagnosis, treatment planning, or consultation by the treating Provider.
<b>Bitewing X-rays</b>	Covered once in a calendar year or limited to the allowance for a full-mouth survey.
<b>Full-mouth Survey or Panoramic X-ray</b>	Covered once in a 60-month period.
<b>Individual Periapical X-rays Intraoral Occlusal X-rays</b>	Limited to the allowance for a full-mouth survey.
<b>Extra oral X-rays</b>	Covered twice in a calendar year for Extraoral 2D Protection Radiographic Images or Extraoral Posterior Dental Radiographic Images or limited to the allowance for a full-mouth survey.
<b>Dental Cleaning</b>	Two cleanings or any procedure that includes any component of a cleaning in a calendar year are covered. For those with any condition(s) listed below, two additional cleanings (or any procedure that includes cleaning) will be provided during a calendar year. <ul style="list-style-type: none"> <li>• Diabetes with documented gum conditions,</li> <li>• Pregnancy with documented gum conditions,</li> <li>• Cardiovascular disease with documented gum conditions,</li> <li>• Kidney failure with dialysis, and</li> <li>• Suppressed immune system due to chemotherapy or radiation treatment, HIV Positive status, Organ Transplant or stem cell (bone marrow) transplant.</li> </ul>
<b>Sealants or Preventive Resin Restoration</b>	Covered one time per tooth in a 36-month period. Allowed for the occlusal (chewing) surface of decay-free unrestored permanent molars. Covered for Dependent Children through age 14. There is no separate benefit for preparation of the tooth or any other procedure associated with the sealant application.
<b>Fluoride Treatment</b>	Covered twice per calendar year for Dependent Children through age 15.
<b>Caries Risk Assessment</b>	Covered once per calendar year. Not covered under age 3.
<b>Space Maintainer</b>	Covered once per quadrant per lifetime through age 13 to maintain space left by prematurely lost baby back teeth.
<b>Palliative Treatment</b>	Covered as a separate benefit only if no other service is provided during the visit except an exam and/or X-rays.
<b>Oral Pathology Lab Procedures</b>	Covered with a pathology report.

**BASIC SERVICES**

**Basic Restorative:** Fillings and preformed shell crowns, for treatment of tooth decay that results in visible destruction of hard tooth structure or loss of tooth structure due to fracture.

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
<b>Amalgam Fillings (silver fillings) and Composite Resin (white plastic) Fillings</b>	Multiple fillings on one surface will be paid as a single filling. Replacement of an existing filling is allowed if at least 12 months have passed since the existing filling was placed.
<b>Interim Therapeutic Restoration</b>	Covered once per tooth per lifetime for baby teeth.
<b>Protective Filling</b>	Covered once per 12-month period per tooth for emergency relief of pain if no other restorative service is performed on the same tooth on the same date.
<b>Pin Retention</b>	Covered with a basic (amalgam or composite) filling. A benefit one time per filling.
<b>Stainless Steel Crowns Resin Crowns</b>	Covered once per 12-month period per tooth when that tooth cannot be restored by a filling.

**BASIC— ENDODONTIC SERVICES**

**Endodontic:** Certain services for treatment of non-vital tooth pulp resulting from disease or trauma.

<b>Therapeutic Pulpotomy</b>	Covered once per tooth per lifetime for baby teeth.
<b>Root Canal Therapy</b>	Covered once per tooth. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Repeat Root Canal Therapy</b>	Covered if at least 24 months have passed since the first root canal procedure on the same tooth was performed. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Apexification/Recalcification (apical closure/calcific repair of perforations, root resorption, etc.)</b>	Covered once per tooth per lifetime. A course of treatment includes initial, interim, and final visits. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Apicoectomy</b>	Covered once per root per 24 months. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Retrograde Filling (per root)</b>	Covered once per root per 24-month period. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Root Amputation (per root)</b>	Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Hemisection (includes any root removal)</b>	Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.

**BASIC— PERIODONTIC SERVICES**

**Periodontic:** Certain services for treatment of gum tissue and bone supporting teeth.

<b>Periodontal Scaling and Root Planing — Per Quadrant</b>	Covered once per quadrant per 24-month period. If less than a full quadrant meets criteria for coverage, benefits will be based on the fee for a partial quadrant.
<b>Periodontal Maintenance Procedures Following Active Therapy</b>	Periodontal maintenance procedures, in combination with adult and Dependent Child cleanings or scaling in the presence of gingival inflammation procedures, are limited to four per calendar year.
<b>Crown Lengthening — Hard Tissue, by Report</b>	Included when performed on the same date as surgery to bone structures, crown preparation, or other restoration. Benefits are based on clinical review and limited to once in 36 months.
<b>Osseous Surgery, Gingivectomy, Gingival Flap Procedure, Guided Tissue</b>	Periodontal surgical procedures are covered once per quadrant per 36-month period. If less than a full quadrant is treated, benefits will be based on the fee for a

<b>Regeneration (includes surgery and re-entry), Pedicle Soft Tissue Graft, Free Soft Tissue including donor site</b>	partial quadrant. Includes local anesthesia and routine post-operative care. Benefits are based on clinical review.
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**BASIC— ORAL SURGERY SERVICES**

**Oral Surgery:** Extractions and certain other surgical services and associated covered anesthesia and/or related covered services.

<b>Extractions — Coronal Remnants Deciduous Tooth, Erupted Tooth, Exposed Root, Surgical Extractions of Teeth or Tooth Roots</b>	Includes local anesthesia and routine post-operative care.
<b>Oral Surgery Services</b>	Includes but not limited to fistula closure, sinus perforation closure, tooth reimplantation, surgical access to expose teeth, biopsies, soft-tissue lesion removal, excision of bone tissue, excision of hyperplastic gum tissue, surgical incisions, and cyst removal. Includes local anesthesia and routine post-operative care. Benefits are based on clinical review.
<b>Alveoloplasty</b>	Included when performed on the same date as extractions and includes local anesthesia and routine post-operative care.

**BASIC— PAIN MANAGEMENT SERVICES**

<b>General Anesthesia, Analgesia (Nitrous Oxide), I.V. Sedation</b>	Only one type of anesthesia procedure per date of service is allowed as a separate benefit when provided for covered Oral Surgery procedures.
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**MAJOR — ADJUSTMENT AND REPAIR SERVICES**

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
<b>Re-cement Crowns, Inlays, and Onlays</b>	Covered after six months from initial insertion and once per lifetime per Provider/Provider's office.
<b>Repairs to Crowns</b>	Benefits based on clinical review.
<b>Re-cement Fixed Bridges</b>	Covered after six months from initial insertion of fixed bridge and once per lifetime per Provider/Provider's office.
<b>Repairs to Fixed Bridges</b>	Benefits based on clinical review.

**MAJOR — DENTURE ADJUSTMENT, REPAIR, RELINE, AND REBASE SERVICES**

<b>Denture Adjustments</b>	Covered after six months from the insertion of the full or partial denture, and then not more than two adjustments per appliance per 12-month period.
<b>Repairs to Full and Partial Dentures</b>	Covered after six months from the insertion of the full or partial appliance.
<b>Tissue Conditioning per Denture</b>	Covered twice per 36-month period per appliance.
<b>Relining Dentures or Rebasing Dentures</b>	Relining or rebasing is covered at least six months after the initial insertion of a full or partial denture and then not more than once per 36-month period per appliance.

**MAJOR — INLAY, ONLAY, VENEER, IMPLANT, AND CROWN SERVICES**

**Special Restorative:** Buildups (which may or may not include a post) and laboratory-processed restorations (crowns, onlays, veneers) for treatment of tooth decay that results in visible destruction of hard tooth structure or loss of tooth structure due to fracture, which cannot be restored with amalgam or composite restorations.

**Implants:** Prosthetic appliances placed into or on the bone of the upper or lower jaw to retain or support dental prostheses.

<b>Inlays</b>	An Alternate Benefit allowance for an amalgam filling will be made for the same number of surfaces. Any difference in fee is chargeable to the patient. It will be covered at the amalgam filling allowance only if 60 months have passed since the last placement. Not covered for Dependent children under age 12.
<b>Onlays, Crowns (single unit), Veneers</b>	Covered once per 60-month period for the same tooth. Not covered under age 12. Benefits based on clinical review.
<b>Core (Crown) Buildup including any Pins, Post and Core</b>	Covered when needed to retain a special restorative service or prosthodontic service and only when need is due to extensive loss of tooth structure caused by decay or fracture. Post and core is covered only for endodontically treated teeth. Covered only if 60 months have passed since the last buildup or post and core procedure for the same tooth. Not covered for Dependent children under age 12. Benefits based on clinical review.
<b>Implants — Surgical Placement and Restoration</b>	The placement of the surgical implant and placement of a crown, full or partial denture, or bridge over the implant, is covered once in a 60-month period for restorations involving the same tooth. This limitation includes any prior Special Restorative or Prosthodontic benefits for the same tooth. Not covered for Dependent children under age 16. Temporary appliances are not separately payable.

**MAJOR — PROSTHODONTIC SERVICES**

**Prosthodontics:** Services for construction or repair of fixed partial dentures (bridges), cast or acrylic removable partial dentures, acrylic complete dentures, and removable temporary partial dentures to replace completely extracted or avulsed natural teeth.

<b>Fixed Bridges</b>	Covered once per 60-month period per individual unit and only if 60 months have passed since the last special restorative, prosthodontic, or implant benefit for the same tooth/teeth. Not covered for Dependent children under age 16.
<b>Full Dentures</b>	Covered once per 60-month period per arch. Not covered within 60 months of benefit for a partial denture in the same arch. Personalized denture procedures, overdentures, or associated procedures are not covered.
<b>Partial Dentures</b>	Covered once per 60-month period per arch. Includes any clasps and rests and all teeth. Metal-based partial dentures are not covered under age 16.
<b>Temporary Removable Partial Dentures</b>	Payable for children 16 years of age or under for missing anterior permanent teeth.
<b>Occlusal Guard</b>	Covered once per 36-month period for bruxism (grinding). Adjustments are covered once per year following six months of initial placement.

**ORTHODONTIC SERVICES**

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
<b>Orthodontic Treatment</b>	Orthodontics are defined as the services provided by a licensed Provider involving orthognathic surgery or appliance therapy for movement of teeth and post-treatment retention for treatment of malalignment of teeth and/or jaws including any related interceptive services.
<b>Limitations on Orthodontic Benefits</b>	<ol style="list-style-type: none"> <li>a) No benefits will be provided for: <ul style="list-style-type: none"> <li>• Replacement or repair of appliances.</li> <li>• Orthodontic care provided in the treatment of periodontal cases or cases involving treatment or repositioning of the temporomandibular joint or related conditions.</li> </ul> </li> <li>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.</li> <li>c) The initial orthodontic benefit payment for a comprehensive treatment plan of 13 months or more will be made in two payments. The first payment will be issued at time of banding or insertion. The second payment will be issued 12 months later. The final payment will be reduced by any other orthodontic benefits issued that applied to the orthodontic plan maximum. Only members eligible in the plan 12 months after initial banding or insertion will receive the final payment.</li> <li>d) The orthodontic payment benefit for treatment plans 12 months or less will be made in one payment at time of banding or insertion. This payment will be reduced by any other orthodontic benefits issued that applied to the plan's orthodontic maximum.</li> <li>e) For comprehensive orthodontic treatment in progress that began prior to eligibility in the plan, periodic payments will be reduced using applicable processing policies.</li> </ol>

## LIMITATIONS/EXCLUSIONS

### (What Is Not Covered)

#### GENERAL LIMITATIONS – ALL SERVICES

- a) Alternate Benefits — Often more than one service or supply can be used for treatment. In deciding the amount allowed on a claim, plan will consider other materials and methods of treatment. Payment will be limited to the Covered Amount for the least costly covered service that meets accepted standards of dental care as determined by Delta Dental. The covered person and their Provider may decide on a more costly treatment. Delta Dental will pay toward the cost of the selected procedure using the Coinsurance level shown on the Schedule of Benefits. Payment will be limited to the Covered Amount for the least costly treatment. **Only covered services are eligible to receive alternate benefits.**
- b) Temporary services will be covered as part of the final service. The benefit allowed for such service and the final service is limited to the benefit allowed for the final service.
- c) Plan will pay procedures performed at the same time and as part of a primary procedure at the amount allowed for the primary procedure.
- d) Services are covered when provided by a person legally permitted to perform such services and are determined to be necessary and appropriate. Benefits will be based on the terms of this plan and Delta Dental's Processing Policies, even if no monies are paid.
- e) Pre- and post-operative procedures are considered part of any associated covered service. Benefit will be limited to the Covered Amount for the covered service.
- f) Local anesthesia is considered part of any associated covered service. Benefit will be limited to the Covered Amount for the covered service.
- g) The Covered Amount for a covered service Started but not Completed will be limited to the amount determined by Delta Dental.
- h) Allowance for an assistant surgeon, when determined by Delta Dental to be a covered service, will not exceed 20% of the surgeon's fee for the same covered service.
- i) Services related to another category of covered services may be covered at the same percentage as the related category of covered services.
- j) Covered services will not be compensated when delivered in response to injuries or conditions that are covered under worker's compensation or employer's liability laws.
- k) Covered services will not be compensated when provided by any federal or state agency.
- l) Covered services provided without cost by any city, county, or other political subdivision will not be compensated.
- m) Covered services for which the person would not have to pay if not insured—such as those delivered to a family member or employee of the Provider—will not be compensated.
- n) Any covered service Started when the person was not covered under this contract will not be compensated. This includes any service Started during an applicable waiting period.
- o) Any covered service provided primarily for cosmetic purposes will not be compensated, except where an Alternate Benefit will be provided as set forth in this contract.
- p) Porcelain or resin fused to metal for crowns or bridge units after the first molar are considered cosmetic. The allowance will be limited to the least costly covered service that meets accepted standards of dental care as determined by Delta Dental, and the patient is responsible for the remainder of the Provider's approved fee.
- q) Covered services to treat tooth structure lost from wear, erosion, attrition, abrasion, or abfraction will not be compensated.
- r) Covered services will not be compensated when delivered as a result of improper alignment, occlusion, or contour.
- s) Covered services related to periodontal stabilization of teeth (splinting) will not be compensated.
- t) Covered services will not be compensated when the patient's oral health will not improve due to an underlying condition.
- u) Covered services will not be compensated when provided in anticipation of future need (**except** covered preventive services).
- v) Covered services for grafting procedures will not be compensated when completed in the mouth where teeth are not present.
- w) Covered services for grafts of tissues from outside the mouth into the mouth will not be compensated.
- x) Covered services not performed in accordance with Colorado state law will not be compensated.
- y) Covered services will not be compensated if administered by any person other than a person licensed to perform them.
- z) Covered services to treat any condition, other than an oral or dental disease, abnormality, or condition will not be compensated.
- aa) Covered services to replace lost, stolen, or damaged items will not be compensated.
- bb) Covered services to repair items altered by someone other than a Provider will not be compensated.
- cc) Covered services for which charges would not have been made but for this coverage, except for services as provided under Medicaid, will not be compensated.



- dd) Covered services will not be compensated when delivered as a result of self-injury.
- ee) Covered Services for any grafting procedure when done in the same site as a tooth extraction, apicoectomy, or hemisection (except bone grafting specific to implant placement if noted in covered services) will not be compensated.
- ff) Covered Services for bone graft, biologic materials, tissue regeneration with periradicular surgery and any related services will not be compensated.
- gg) Covered services provided for treatment of teeth retained in relation to an overdenture will not be compensated.
- hh) Any prosthodontic service provided within seven calendar years of special restorative services involving the same teeth will not be compensated.
- ii) Any special restorative service provided within seven calendar years of fixed prosthodontic services involving the same teeth will not be compensated.
- jj) Fixed and removable prosthodontic appliances (bridges and partials) will not be compensated in the same arch except when the fixed denture (bridge) replaces front teeth.

**EXCLUSIONS**

- a) Athletic mouth guards, and jaw-function services, bite registration or analysis, or any related services.
- b) Conscious sedation and other patient management services.
- c) Charges for prescribed drugs.
- d) Any Experimental or Investigational treatment.
- e) Hospital costs or any charges for use of any facility.
- f) House/extended care facility call, hospital, or ambulatory surgical center call.
- g) Interim complete dentures.
- h) Implant/abutment supported interim fixed denture for edentulous arch.
- i) Therapy for speech or the function of the tongue or face.
- j) Coping used as a definitive restoration.
- k) Anatomical crown exposure and any related services.
- l) Pulpal regeneration and any related services.
- m) Connector bar or pediatric partial denture and any related services.
- n) Any orthodontic services not specifically included in Covered Services, above.
- o) Treatment of any temporomandibular joint (TMJ) problems, including facial pain or any related conditions. Any related diagnostic, preventive, or treatment services.
- p) Tomographic survey.
- q) 3D photographic images.

- r) Image capture and/or interpretation for cone beam, MRI, ultrasound, sailoendoscopy.
- s) Implant index.
- t) Sample collection.
- u) Any vestibuloplasty.
- v) Any maxillofacial prosthetics services.
- w) Any surgical repositioning of teeth, osteoplasty, osteotomy, LeFort procedures.
- x) Any complicated suturing and reconstruction services.
- y) Any transplantation or re-implantation services.
- z) Any placement of temporary anchorage device.
- aa) Any harvest of bone.
- bb) Any corticotomy.
- cc) Precision attachment and any related services.
- dd) Repair or relines of occlusal guard and any other related services.
- ee) Teaching services.
- ff) Completion of forms. Providing diagnostic information. Copying of records. Sales tax. Translation services.
- gg) Missed/cancelled appointment charges.
- hh) Preventive and plaque-control programs, including home care items.
- ii) Provisional splinting.
- jj) Internal and external bleaching.
- kk) Any services not included in Covered Services.

**MEMBER PAYMENTS RESPONSIBILITY**

You must pay deductibles, amounts above the annual maximum, and your coinsurance. You must pay charges for services not covered under this plan. You may be responsible for some part of the premium.

**CLAIM PROCEDURES (How to File a Claim)**

If you are covered by more than one dental plan, you should file all of your claims with each plan within 12 months of the treatment date.

Delta Dental will not pay claims submitted more than 12 months after the date of service.

**PRE-TREATMENT ESTIMATE**

Before beginning a course of treatment, a description of that course of treatment may be submitted to Delta Dental. Delta Dental will provide an estimate of the benefits for the planned course of treatment. Delta Dental does not require pre-treatment estimates. However, Delta Dental offers this service in order to allow for treatment planning.

**RIGHT TO EXAMINATION**

Delta Dental shall have the right to examine the person for whom a claim is made. Such right shall exist so often as reasonably required while a claim is pending under the policy.

**GENERAL POLICY PROVISIONS**

**AGREEMENT WITH STATE LAW**

Any requirement in this contract that, on its effective date, is in conflict with the laws of the state in which any covered person lives is hereby changed to the minimum requirement of such laws.

**ASSIGNMENT OF BENEFITS**

You may assign any benefits of this policy to your dental Provider. You may revoke this assignment at any time by sending a written revocation to Delta Dental.

**NON-DISCRIMINATION**

With regard to participation in its networks, Delta Dental does not discriminate against any Provider acting in the scope of their license.

**COORDINATION OF BENEFITS (COB)**

**IMPORTANT NOTICE**

**This is a summary of only a few of the provisions of your health plan to help you understand coordination of benefits. This is not a complete description of all of the coordination rules and procedures and does not change or replace the language contained in your insurance contract, which determines your benefits. For the complete listing of your policy's coordination of benefits provisions, please contact your group plan administrator or the state Division of Insurance.**

Double Coverage

Family members may be covered by more than one health care plan. This happens, for example, when a husband and wife both work and choose to have family coverage through both employers.

When you are covered by more than one group health plan, state law permits your carriers to follow a procedure called coordination of benefits (COB) to determine how much each should pay when you have a claim. The aim is to make sure that the combined payments of all plans do not add up to more than your covered health care expenses.

Coordination of benefits covers a wide variety of circumstances. This is only an outline of some of the most common ones. If your situation is not described, contact your group plan administrator or your state insurance department for a full review of coordination of benefits requirements.

*Primary or Secondary?*

You will be asked to identify all the plans that cover family members. We need this information to determine whether we are "primary" or "secondary." The primary plan always pays first.

Any plan that does not contain your state's coordination of benefits rules will always be primary.

*When This Plan is Primary*

If you or a family member are covered under another plan in addition to this one, Delta Dental will be primary when:

Your Own Expenses

•The claim is for your own health care expenses, unless you are covered by Medicare and both you and your spouse are retired.

Your Spouse's Expenses

•The claim is for your spouse, who is covered by Medicare, and you are not both retired.

Your Dependent Child's Expenses

•The claim is for the health care expenses of your Dependent child who is covered by this plan and

•You are married and your birthday is earlier in the year than your spouse's or you are living with another individual, regardless of whether or not you have ever been married to that individual, and your birthday is earlier than that other individual's birthday. This is known as the "birthday rule"; or

•You are separated or divorced and you have informed us of a court decree that makes you responsible for the dependent child's health care expenses;

or

•There is no court decree, but you have primary custody of the dependent child.

*Other Situations*

We will be primary when any other provisions of state or federal law require us to be.

*How We Pay Claims When We Are Primary*

When we are the primary plan, we will pay the benefits provided by your contract, just as if you had no other coverage.

*How We Pay Claims When We Are Secondary*

We will be secondary whenever the rules do not require us to be primary.

When we are the secondary plan, we do not pay until after the primary plan has paid its benefits. We will then pay part or all of the allowable expenses left unpaid. An "allowable expense" is a health care service or expense covered by one of the plans, including copayments and deductibles.

•If there is a difference between the amount the plans allow, we will base our payment on the higher amount. However, if the primary plan has a contract with the Provider, our combined payments will not be more than the contract calls for. Health Maintenance Organizations (HMO) and Preferred Provider Organizations (PPO) usually have contracts with their Providers.

•We will determine our payment by subtracting the amount the primary plan paid from the amount we would have paid if we had been primary. We will use any savings to pay the balance of any unpaid allowable expenses covered by either plan.

•If the primary plan covers similar kinds of health care but allows expenses that we do not cover, we may pay for those expenses. We will not pay an amount the primary plan did not cover because you didn't follow its rules and procedures. For example, if your plan has reduced its benefit because you did not obtain pre-certification, we will not pay the amount of the reduction, because it is not an allowable expense.

Questions about coordination of benefits?

**Colorado Division of Insurance**

**1560 Broadway, Suite 850**

**Denver, CO 80202**

**Phone Number: 303-894-7490 or 1-800-930-3745**

#### **SUBROGATION**

Delta Dental has the right to enforce on its own, or with a covered person, a claim against a third party up to the amount paid by Delta Dental. If Delta Dental pays a claim for injuries to a covered person and the covered person settles with a third party for an amount that includes such costs, the covered person must refund Delta Dental the amount equal to the benefit payment made to, or on behalf of, the covered person.

#### **HIPAA**

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

- a) Not use or disclose health information other than as permitted or as required by law.
- b) Ensure that any agents who receive protected health information (PHI) agree to the same restrictions that apply to your employer.
- c) Not use or disclose PHI for employment actions and decisions.
- d) Report to the plan any improper use or disclosure of PHI that they are aware of.
- e) Make PHI available for your own use and provide you with the right to amend or correct your 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 there is separation between the plan and the plan sponsor as required by HIPAA. Ensure that there are reasonable security controls.
- h) If possible, return or destroy all PHI received from the plan when no longer needed.
- i) Implement safeguards that protect electronic PHI that is managed on behalf of the group health plan.
- j) Ensure that any agent to whom it provides electronic PHI agrees to implement security measures to protect the information.
- k) Report to the group health plan any security incident of which it becomes aware.

#### **NOTICE OF PRIVACY PRACTICES**

**This notice describes how medical information about you may be used and disclosed and how you can access this information.**

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. This notice is effective on the date your group coverage went into effect.

#### **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 provider 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 providers 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. Without your written authorization, we may not use or disclose your protected health information to any person or for any reason not permitted by law. An authorization is

required for uses and disclosures of protected health information for marketing purposes and disclosures that constitute a sale of protected health information. Any other uses and disclosures not specifically described in this notice will be made only with the individual's authorization.

**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](http://www.deltadentalco.com).
- **Your Right to Opt Out of Fundraising Communications:** Delta Dental does not intend to contact you to raise funds, but if it does engage in fundraising, you have the right to opt-out of receiving any fundraising communications.
- **Your Right to Breach Notification:** You have the right to be notified of a breach of unsecured protected health information. Delta Dental will provide you the date and description of the information disclosed. You will be notified who the information was disclosed to if we are able. You will be notified by mail within 30 days from the date that we discover the breach.
- **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.

**Genetic Information Nondiscrimination Act:** Delta Dental is prohibited from using or disclosing genetic information for underwriting purposes.

#### **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:  
Compliance Department  
PO Box 5468  
Denver, CO 80217-5468  
Phone Number: 1-800-233-0860**

**TIME LIMIT ON CERTAIN DEFENSES**

- (a) After two years from the date of issue of this policy, the validity of this policy shall not be contested, except for non-payment of premiums, and no misstatements made by the applicant in order to acquire such policy shall be used to void the policy or to deny a claim for loss incurred after the expiration of such two-year period. However, if such statement was made in writing signed by the person making the statement and a copy of that writing is presented to the maker of the statement, such statement may be used by Delta Dental to avoid the policy or reduce benefits.
- (b) No claim for loss incurred after one year from the date of issue of this policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or a specific description effective on the date of loss had existed prior to the effective date of coverage of this policy.
- (c) If this is an individual disability income insurance policy then no claim for loss incurred after two years from the date of issue of the policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or a specific description effective on the date of loss had existed prior to the effective date of coverage of this policy.

**LEGAL ACTIONS**

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**TERMINATION/NONRENEWAL/  
CONTINUATION**

- A Subscriber’s plan will terminate at the earliest of:
- The date Delta Dental of Colorado receives a written request to cancel. Coverage will end at the end of the month following notification or at the end of the month of the life-changing event. We reserve the right to

recover any benefit payment made for dates of service after the terminate date.

- The date the Subscriber is not eligible for coverage under the terms of this policy.
- The date the benefits described in the Policy are terminated.
- When the required premium has not been paid (subject to the applicable grace period).
- When you commit fraud or intentional misrepresentation of material facts.
- The date the Subscriber enters full-time military service of any country.
- Upon the Subscriber’s death.

For Delta Dental to remove a Dependent from the plan, Delta Dental must notify Subscriber of the termination. For Subscriber or Dependent to remove a Dependent from the plan, Subscriber must notify group and group must notify Delta Dental of the termination. The Effective Date of the change will be the end of the month in which the change was received. We reserve the right to recover any Benefits payments made for dates of service after the termination date.

Benefits for a Dependent ends on the last day of the month for the following life changing events:

- The date the Benefits described in the policy are terminated.
- The date the Dependent is not eligible for coverage under the terms of this policy.
- When the Dependent child no longer qualifies as a Dependent by definition.
- When legal custody of a dependent child placed for adoption is terminated.
- When the required premium has not been paid.
- Upon the Dependent’s death.

**EXTENDED COVERAGE**

**(Paying for Benefits after Termination)**

Delta Dental Benefits will end if this Policy is terminated or if a person’s coverage is cancelled. Delta Dental will cover no further services except as described below.

If a covered service started before coverage ends, but the covered service is completed after coverage ends, Delta Dental will pay Benefits for the covered service as follows:

- Benefits will be paid in the amount that would have been paid and subject to the same terms as would have applied if the person’s coverage were still in effect.
- Benefits will be paid only if the covered service is completed within 60 days after the date the person’s coverage ended.

- Extended coverage benefits do not apply to orthodontic services.

No benefit will be paid if the covered service is started after coverage ends.

### **NONRENEWAL**

Your company's Policy will automatically renew. If you don't want to participate in the plan at renewal, notify your employer. If your employer does not renew this Policy, the Policy will end on the last day before the renewal date. Delta Dental can non-renew this Policy by sending your employer written notice (either electronically or through the mail) at least 90 days before the renewal dates. If we do, you will receive notice and this Policy will end on the last day before the renewal date.

### **COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)**

Covered persons may be able to continue coverage through COBRA. The Benefits will be the same as the Benefits active employees receive. The covered person must pay the entire premium, which cannot exceed 102% of the cost for an active employee with the same plan. You should contact your employer to determine if you are able to continue coverage through COBRA.

### **Continued Health Coverage Required by the State of Colorado**

If you are not eligible for COBRA, you may be eligible to continue coverage for up to 18 months under state continuation. Contact your employer to learn if you are eligible to continue coverage through state continuation.

## **APPEALS AND COMPLAINTS**

Internal Appeal Process — First-level Appeals:

An adverse claim determination may be appealed within 180 days of the date of the original Explanation of Benefits by writing to:

**Delta Dental of Colorado**

**Attn: Appeals**

**PO Box 172528**

**Denver, CO 80217-2528**

Additional information should be submitted in support of the appeal.

Appeals are reviewed by an impartial Provider of the same or similar specialty as would typically manage the case being reviewed or a Delta Dental claims specialist. The reviewing Provider will not have been involved in the initial decision.

When submitting a first-level appeal, a Member may submit written comments, documents, records, and other material relating to the request for Benefits for the reviewer(s) to consider when conducting the review. For review of a Benefit denial due to a contractual exclusion, the Member shall provide evidence from a medical professional that there is a reasonable medical basis that the exclusion does not apply.

The decision will be sent to the Member with the rationale for the decision. The decision will be made within 30 calendar days for pre-service denials. Post-service decisions will be made within 60 calendar days.

Internal Appeal Process — Expedited Appeals:

Members may request an expedited appeal when the time for a standard review would seriously jeopardize the life or health of the Member, would jeopardize the Member'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.

Independent External Review:

Where Delta Dental makes an adverse determination and the Member exhausts the internal appeals process, the Member has the right to request an external review. Delta Dental will notify the Member of the right, if any, to request an external review after the first-level appeal.

Requests for an independent external review must be in writing. They must include a completed external review request form as specified by the Colorado Division of Insurance. The Member must submit the request within four months of the completion or exhaustion of the internal appeals process. The internal appeals process is completed or exhausted upon Member's receipt of notice of the adverse determination or upon Delta Dental's failure to comply with Colorado Revised Statutes §§ 10-16-113, 10-16-113.5 or Colorado Insurance Regulations 4-2-17 or 4-2-21.

Members may request expedited external review. All requests must be submitted to:

**Delta Dental of Colorado**

**Attn: Appeals**

**PO Box 172528**

**Denver, CO 80217-2528**

A signed consent authorizing Delta Dental to disclose protected health information pertinent to the external review is also required.

Delta Dental adheres to timeframes set forth by Colorado Regulation 4-2-21 in the processing of independent external reviews. Within 45 days after the receipt of the request for external review (72 hours for expedited external review), the external review entity shall deliver a written decision to the Member, Delta Dental, the Provider, and the commissioner.

### INFORMATION ON POLICY AND RATE CHANGES

No change in your policy shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed on the policy. No agent has authority to change this policy or to waive any of its provisions except where approved by an officer of the insurer and evidenced by an endorsement on the policy or by rider or amendment to the policy signed by the insurer. Any such amendment that reduces or eliminates coverage shall have been either requested in writing or signed by your employer.

If there are changes to the information provided in this document, we will issue revised materials to you.

### DEFINITIONS

**ADVERSE DETERMINATION** means a denial of: A preauthorization for a covered benefit; a request for benefits for an individual on the grounds that the treatment or covered benefit is not medically necessary, appropriate, effective, or efficient or is not provided in or at the appropriate health care setting or level of care; a request for benefits on the ground that treatment or service is experimental or investigational; or a benefit denied because the treatment is an excluded benefit and wherein the claimant presents evidence from a dental professional licensed pursuant to the Dental Practice Law of Colorado that there is a reasonable medical basis that the contractual exclusion does not apply to the denied benefit.

**ALTERNATE BENEFIT** means the benefit allowed for the least costly, commonly accepted service that could be used to treat a dental condition for which a Member has selected a more costly treatment.

**BENEFITS** means those services covered pursuant to the terms of this plan. 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 that the Member will pay. The Coinsurance for each type of covered service is determinable by subtracting the "Plan Pays" amount on the Declarations page from 100 percent.

**COMPLETED** means:

- For root canal therapy: 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, regardless of the type of cement used.
- For dentures and partial dentures (removable partial dentures): On the date the final appliance is first inserted in the mouth.
- For all other services: On the date the procedure is Started.

For claim payment purposes, the date Completed will be the date when a claim is incurred.

**DEDUCTIBLE** means the amount that must be paid by the Member before Delta Dental will make payment. The amount of the Deductible is shown on the Schedule of Benefits. If there is a limit to the deductible amount that a family must pay, that will also be shown.

**DEPENDENT** means:

- The Subscriber's lawful spouse, including civil union partner or domestic partner.
- Civil union partner must:
  - ❖ Be at least 18 years old.
  - ❖ Not be a partner in another civil union.
  - ❖ Not be married to another person.
  - ❖ Not be related to the Subscriber.
  - ❖ Have entered into a civil union based on the guidelines of Article 15 of Title 14, C.R.S. recognized pursuant to Colorado law.
- A child under the Dependent age limit shown on the Schedule of Benefits.
- A child who reaches the Dependent age limit stated on the Schedule of Benefits and is incapable of self-support because of physical or mental disabilities that began before reaching the Dependent age limit and is dependent on the Subscriber. Delta Dental may annually request proof of such disability and dependency. Failure to submit such proof will terminate coverage.

Eligible dependent children include natural children, stepchildren, children under court-ordered guardianship, adopted children, foster children, and children of a civil union partner or common law spouse.

No one may be covered as a Dependent and also as a Subscriber under this plan. If both parents are covered as Subscribers, children may be covered as Dependents of one parent only.

Persons in active military service are not eligible Dependents.

**EFFECTIVE DATE** means the date coverage begins.

**EMERGENCY TREATMENT** or **EMERGENCY SERVICE** means any required service that is provided as the direct result of an unforeseen occurrence that requires immediate, urgent action.

**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.

**MAXIMUM PLAN ALLOWANCE** means the maximum allowable amount for a procedure as determined by Delta Dental. Delta Dental reviews the limits twice a year. Delta Dental reserves the right to increase or decrease fees for any procedure in its sole and absolute discretion.

**MEMBER** means any person — Subscriber or Dependent — eligible and enrolled for coverage under this plan.

**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.

**POLICY** means the agreement between Delta Dental and the applicant for the dental benefits plan, in its entirety, including any application documents, riders, and/or appendices.

**POLICY TERM** means the time from the Effective Date of the Policy until it is terminated.

**POLICY YEAR** is the 365 days beginning on the Effective Date of this Policy and each year after unless the Policy is terminated. The Policy Year is 366 days in a leap year.

**PROVIDER** means a person licensed to perform dental services.

**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.

**SUBSCRIBER** means the person in whose name the membership under the policy is established.



## CONTACT US

**Visit Delta Dental's Website at:**

[www.deltadentalco.com](http://www.deltadentalco.com)

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

### **Delta Dental of Colorado**

PO Box 173803

Denver, CO 80217

#### **Customer Service:**

1-800-610-0201

[customer\\_service@ddpco.com](mailto:customer_service@ddpco.com)



**Delta Dental of Colorado  
PO Box 173803  
Denver, Colorado 80217**

**DELTA DENTAL BENEFITS CONTRACT**

The parties of this Contract are CITY AND COUNTY OF DENVER, herein called the "Group," "Applicant," or "Employer" and Delta Dental of Colorado, herein called "Delta Dental." 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 first day of January, 2022 for a five-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.

**DECLARATIONS PAGE**

**Group:** CITY AND COUNTY OF DENVER- LOW PLAN

**Type of Contract:** Delta Dental PPO

**Group Number:** # 6026

**Contract Group Effective Date:** January 1, 2022

**Contract Anniversary Date:** January 1<sup>st</sup>

**SCHEDULE OF BENEFITS  
(Who Pays What)**

	<b>Delta Dental PPO™ Provider</b>	<b>Delta Dental Premier® Provider</b>	<b>*Non- Participating Provider</b>
<b>Covered Services</b>	<b>Plan Pays</b>	<b>Plan Pays</b>	<b>Plan Pays</b>
<b>Diagnostic &amp; Preventive Services</b>			
Oral Exams and Cleanings	<b>100%</b>	<b>80%</b>	<b>80%</b>
X-Rays			
Sealants			
Fluoride Treatment			
<b>Basic Services</b>			
Basic Restorative (Fillings)	<b>80%</b>	<b>50%</b>	<b>50%</b>
Oral Surgery			
Endodontics (Root Canal Therapy)			
Periodontics (Gum Disease Treatment)			
<b>Major Services</b>			
Prostodontics (Dentures, Bridges)	<b>50%</b>	<b>50%</b>	<b>50%</b>
Special Restorative Crowns, Implants, and Onlays			
<b>Orthodontic Services</b>			
Orthodontics (all ages)	<b>50%</b>	<b>50%</b>	<b>50%</b>

**\*Important: Non-Participating Providers are allowed to balance-bill. Subscribers and/or Dependents are responsible for the difference between the Non-Participating Maximum Plan Allowance and the full fee charged by the Provider.**

**Age**

<b>Type</b>	<b>Age Limit</b>	<b>Coverage Thru</b>
Dependent Child	26	Month

**Deductible (January 1–December 31)**

<b>Class</b>	<b>Type</b>	<b>*Network</b>	<b>Amount</b>
All Covered Classes Except D&P and Ortho	Individual coverage amount	PPO	\$25
All Covered Classes Except Ortho	Individual coverage amount	Premier & Non-Participating	\$25
All Covered Classes Except D&P and Ortho	Family coverage amount	PPO	\$75
All Covered Classes Except Ortho	Family coverage amount	Premier & Non-Participating	\$75

**Annual Maximum (January 1–December 31)**

<b>Class</b>	<b>Type</b>	<b>*Network</b>	<b>Amount</b>
All Covered Classes Except D&P and Ortho	Individual coverage amount	PPO, Premier & Non-Participating	\$1250
Orthodontic Classes	Individual Lifetime	PPO, Premier & Non-Participating	\$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. New hires must enroll himself or herself and any eligible dependents within 31 days of their date of employment. No other enrollment is permitted unless a qualified status change has occurred under the Health Insurance Portability and Accountability Act of 1996 and must occur within 31 days of the qualified status change.

**1-1-2022 through 12-31-2022****Rate Coverage**

Coverage Tier	Admin Fee
PER MONTH PER SUBSCRIBER	\$ 2.87

**1-1-2023 through 12-31-2024****Rate Coverage**

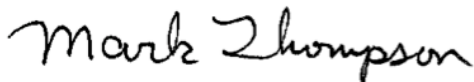
Coverage Tier	Admin Fee
PER MONTH PER SUBSCRIBER	\$ 2.99

**1-1-2025 through 12-31-2026****Rate Coverage**

Coverage Tier	Admin Fee
PER MONTH PER SUBSCRIBER	\$ 3.09

This Service Fee is contingent upon total enrollment of all eligible primary subscribers, in accordance with the eligibility provisions in Article I. Should enrollment vary by 10% or more, Delta Dental reserves the right to recalculate the Service Fee based upon actual enrollment. The change in Service Fee would not become effective until the next contract anniversary. If a recalculation becomes necessary, multiple-year contracts will be replaced with a new agreement based upon the new enrollment.

The Service is due the first day of each month, and as further described in Article VII. The Monthly Claims Reimbursement Due Date is the 2nd, 12th, and 22nd day or the last business day closest to such date of each month and as further described in Article VII.

**Riders or Appendices Attached****Countersigned:****Delta Dental of Colorado**


Signature

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 July 16, 2021

Date

**Accepted:****CITY AND COUNTY OF DENVER – LOW PLAN - # 6026**


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 Signature

---

 Date

# **Delta Dental of Colorado Group Dental Plan**

## **CONTACT US**

**Visit Delta Dental's Website:  
[www.deltadentalco.com](http://www.deltadentalco.com)**

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

**Delta Dental of Colorado  
PO Box 173803  
Denver, CO 80217**

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1-800-610-0201  
[customer\\_service@ddpco.com](mailto:customer_service@ddpco.com)**

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## ARTICLE I. ELIGIBILITY

**1.01 ELIGIBILITY.** Subject to eligibility rules set forth in Section 1.02 below and/or on the Declarations Page. They may also enroll during an Open Enrollment period if offered by the employer.

- a) **BECOMING COVERED.** Delta Dental must receive enrollment data for each Subscriber in a format acceptable to Delta Dental. The enrollment data must be received within 31 days of a Subscriber or Dependent's enrollment. The enrollment data must include the Subscriber's address, gender, social security number, date of birth, and member effective date. If the Subscriber chooses to enroll Dependents, each Dependent's name (including surname if different from Subscriber's), relationship to the Subscriber, address, gender, Social Security number, and date of birth must be submitted.
  - A Subscriber not enrolled in the Plan may not enroll Dependents.
- b) **ENROLLMENT TYPE.** The Group's enrollment type is Open Enrollment. A Subscriber who fails to enroll within the period described in Article I, Section 1.01(a) may enroll at the next Open Enrollment.
- c) **MAINTAINING COVERAGE.** The Group will give Delta Dental a list of any Plan additions, changes, or terminations on or before the first day of each month. Delta Dental is not required to provide Benefits for a Subscriber or Dependent not on the list or for whom the monthly Premium is not paid.

**1.02 SUBSCRIBER ELIGIBILITY (OPEN ENROLLMENT).** Subscribers may enroll within 31 days of the date they first become eligible.

- a) Eligible Subscribers who do not enroll as described above may enroll during Open Enrollment. Eligible Subscribers who enroll and later drop the Plan may enroll only during Open Enrollment.
- b) Eligible Subscribers who lose coverage through another source may enroll with proof of loss. (Loss of coverage is defined as loss due to death, divorce, job loss, or termination of benefits by the employer.) They must enroll within 31 days of the loss of coverage.

**1.03 DEPENDENT ELIGIBILITY (OPEN ENROLLMENT).** Dependents of an eligible Subscriber may enroll within 31 days of the following:

- The date the Subscriber becomes eligible to enroll. The effective date is that of the Subscriber.
- New Dependents must be enrolled within 31 days and will be covered the first of the following month. Newborns and adopted children will be covered on the date of birth or date of placement for adoption.
- The date the Contract is amended to provide Dependent coverage. The Plan becomes effective on the first day of the month following this change.



- a) New Dependents must be added within 31 days. If not added during this time, the Dependent can be added during the Open Enrollment period.
- b) Eligible Dependents who do not enroll as described above may enroll only during the Open Enrollment period. Dependents who enroll and later drop the Plan may enroll only during Open Enrollment.
- c) Eligible Dependents who lose coverage through another source may enroll with proof of loss. (Loss of coverage is defined as loss due to death, divorce, loss of job, or termination of benefits by the employer.) They must enroll within 31 days of the loss.

**1.04 TERMINATION OF COVERAGE.** A Member's Plan will terminate at the earliest of:

- The date Delta Dental receives a written request to cancel;
- The date the Subscriber is not eligible for coverage;
- The date the Contract terminates;
- The end of the period for which Premium is paid;
- The date the Member 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 Member is no longer eligible.

**Family and Medical Leave ACT (FMLA)**

If coverage ends during an employer-approved FMLA leave, coverage may be reinstated upon return to work within the terms of the FMLA leave. Pre-existing conditions, limitations, and other waiting periods will not be imposed unless they were in effect for the Subscriber and/or his or her Dependents when coverage terminated.

**1.05 INVOLUNTARY LOSS OF COVERAGE DUE TO STRIKE, LEAVE OF ABSENCE, OR LAYOFF.** If a Subscriber loses coverage due to strike, layoff, or leave of absence and returns to work within six months, he may re-enroll on the first day of the month after his return to work. If the absence exceeds six months, he will be treated as a new Subscriber. Contract provisions relating to the Deductible, Coinsurance, Contract Year Maximum, and Waiting Periods, if any, will apply as to new coverage. The following exception applies:

Delta Dental of Colorado complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Subscribers called to active duty may enroll as if there had been no leave of absence if they are still in an Eligible Class of Subscriber when they return to work. USERRA allows Subscribers to elect continuation of coverage when coverage would terminate due to an absence to serve in the uniformed services.

Services received by a person who is not eligible due to leave of absence are not covered unless the person elects continued coverage as provided in Article VIII or according to USERRA where applicable.

**1.06 INVOLUNTARY LOSS OF "OTHER COVERAGE."** A person who loses dental coverage from another source will be allowed to enroll with proof of the loss. (Loss of coverage is defined

as loss due to death, divorce, loss of job, or termination of benefits by the employer.) The person must enroll within 31 days of the loss. Coverage will begin the first day of the month following enrollment.

- 1.07 VOLUNTARY TERMINATION OF COVERAGE (OPEN ENROLLMENT).** A Subscriber who cancels their Plan may only re-enroll at the next Open Enrollment.
- 1.08 REVIEW OF RECORDS.** Applicant will permit Delta Dental, with advance written notice, to inspect records of Applicant in order to confirm the lists of Members prepared by Applicant. Delta Dental may verify Applicant's compliance with Article VII. Delta Dental may use auditors or other agents for this purpose.

## **ARTICLE II. HOW TO ACCESS YOUR SERVICES AND OBTAIN APPROVAL OF BENEFITS**

- 2.01 PARTICIPATING PROVIDERS.** Delta Dental will make reasonable efforts to provide Applicant a list of Participating Providers. The list may be provided in different formats. The Providers may change from time to time, and Delta Dental reserves the right to change the list without prior notice to the Applicant.

Neither Delta Dental nor Applicant is liable for any act or omission by Providers or their agents or employees who provide or contract to provide dental Services under this Contract. Providers 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 Provider. Delta Dental will not be responsible for any claim or demand for damages arising out of any injuries suffered by a Member while receiving care from any Participating Provider or in any Participating Provider's facilities.

- 2.02 HOW TO FIND A PROVIDER.** There are two easy ways for Members to find out if a Provider is a Delta Dental PPO or Premier Participating Provider.
- **Visit our website at [www.deltadentalco.com](http://www.deltadentalco.com)** or
  - **Phone our automated call center at 1-800-610-0201.**

The network is subject to change. Please check on the status of your Provider before your next treatment.

- 2.03 AVAILABILITY OF PROVIDER.** A Member may elect the Service of any licensed Provider, but neither Delta Dental nor Applicant guarantees the availability of any Provider.
- 2.04 APPROVAL OF BENEFITS.** Members need not obtain approval before being treated. Before starting treatment that may cost \$400 or more, Members should request an estimate from Delta Dental. Pre-treatment estimates are not required.

**ARTICLE III. BENEFITS AND COVERAGE  
(What is Covered)**

Subject to the limitations and exclusions included in this Contract, the Completed dental Services are Benefits when provided by a Provider (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 policies.

**DIAGNOSTIC & PREVENTIVE SERVICES**

**Diagnostic:** Certain services performed to assist the Provider in evaluating the existing conditions and determining the dental care required.

**Preventive:** Certain services performed to prevent the occurrence of dental abnormalities or disease.

PROCEDURE	BENEFIT DESCRIPTION
<b>Oral Exam (all exam types, except Limited Oral Exam — Problem Focused)</b>	Two exams in a calendar year are covered. There is no separate benefit for diagnosis, treatment planning, or consultation by the treating Provider.
<b>Bitewing X-rays</b>	Covered once in a calendar year or limited to the allowance for a full-mouth survey.
<b>Full-mouth Survey or Panoramic X-ray</b>	Covered once in a 60-month period.
<b>Individual Periapical X-rays Intraoral Occlusal X-rays</b>	Limited to the allowance for a full-mouth survey.
<b>Extra oral X-rays</b>	Covered twice in a calendar year for Extraoral 2D Protection Radiographic Images or Extraoral Posterior Dental Radiographic Images or limited to the allowance for a full-mouth survey.
<b>Dental Cleaning</b>	Two cleanings or any procedure that includes any component of a cleaning in a calendar year are covered. For those with any condition(s) listed below, two additional cleanings (or any procedure that includes cleaning) will be provided during a calendar year. <ul style="list-style-type: none"> <li>• Diabetes with documented gum conditions,</li> <li>• Pregnancy with documented gum conditions,</li> <li>• Cardiovascular disease with documented gum conditions,</li> <li>• Kidney failure with dialysis, and</li> <li>• Suppressed immune system due to chemotherapy or radiation treatment, HIV Positive status, Organ Transplant or stem cell (bone marrow) transplant.</li> </ul>

<b>Sealants or Preventive Resin Restoration</b>	Covered one time per tooth in a 36-month period. Allowed for the occlusal (chewing) surface of decay-free unrestored permanent molars. Covered for Dependent Children through age 14. There is no separate benefit for preparation of the tooth or any other procedure associated with the sealant application.
<b>Fluoride Treatment</b>	Covered twice per calendar year for Dependent Children through age 15.
<b>Caries Risk Assessment</b>	Covered once per calendar year. Not covered under age 3.
<b>Space Maintainer</b>	Covered once per quadrant per lifetime through age 13 to maintain space left by prematurely lost baby back teeth.
<b>Palliative Treatment</b>	Covered as a separate benefit only if no other service is provided during the visit except an exam and/or X-rays.
<b>Oral Pathology Lab Procedures</b>	Covered with a pathology report.

### **BASIC SERVICES**

**Basic Restorative:** Fillings and preformed shell crowns, for treatment of tooth decay that results in visible destruction of hard tooth structure or loss of tooth structure due to fracture.

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
<b>Amalgam Fillings (silver fillings) and Composite Resin (white plastic) Fillings</b>	Multiple fillings on one surface will be paid as a single filling. Replacement of an existing filling is allowed if at least 12 months have passed since the existing filling was placed.
<b>Interim Therapeutic Restoration</b>	Covered once per tooth per lifetime for baby teeth.
<b>Protective Filling</b>	Covered once per 12-month period per tooth for emergency relief of pain if no other restorative service is performed on the same tooth on the same date.
<b>Pin Retention</b>	Covered with a basic (amalgam or composite) filling. A benefit one time per filling.
<b>Stainless Steel Crowns Resin Crowns</b>	Covered once per 12-month period per tooth when that tooth cannot be restored by a filling.

### **BASIC— ENDODONTIC SERVICES**

**Endodontic:** Certain services for treatment of non-vital tooth pulp resulting from disease or trauma.

<b>Therapeutic Pulpotomy</b>	Covered once per tooth per lifetime for baby teeth.
<b>Root Canal Therapy</b>	Covered once per tooth. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Repeat Root Canal Therapy</b>	Covered if at least 24 months have passed since the first root canal procedure on the same tooth was performed. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.

<b>Apexification/Recalcification (apical closure/calcific repair of perforations, root resorption, etc.)</b>	Covered once per tooth per lifetime. A course of treatment includes initial, interim, and final visits. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Apicoectomy</b>	Covered once per root per 24 months. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Retrograde Filling (per root)</b>	Covered once per root per 24-month period. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Root Amputation (per root)</b>	Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Hemisection (includes any root removal)</b>	Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.

### **BASIC — PERIODONTIC SERVICES**

**Periodontic:** Certain services for treatment of gum tissue and bone supporting teeth.

<b>Periodontal Scaling and Root Planing — Per Quadrant</b>	Covered once per quadrant per 24-month period. If less than a full quadrant meets criteria for coverage, benefits will be based on the fee for a partial quadrant.
<b>Periodontal Maintenance Procedures Following Active Therapy</b>	Periodontal maintenance procedures, in combination with adult and Dependent Child cleanings or scaling in the presence of gingival inflammation procedures, are limited to four per calendar year.
<b>Crown Lengthening — Hard Tissue, by Report</b>	Included when performed on the same date as surgery to bone structures, crown preparation, or other restoration. Benefits are based on clinical review and limited to once in 36 months.
<b>Osseous Surgery, Gingivectomy, Gingival Flap Procedure, Guided Tissue Regeneration (includes surgery and re-entry), Pedicle Soft Tissue Graft, Free Soft Tissue including donor site</b>	Periodontal surgical procedures are covered once per quadrant per 36-month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Includes local anesthesia and routine post-operative care. Benefits are based on clinical review.

**BASIC— ORAL SURGERY SERVICES**

**Oral Surgery:** Extractions and certain other surgical services and associated covered anesthesia and/or related covered services.

<b>Extractions — Coronal Remnants Deciduous Tooth, Erupted Tooth, Exposed Root, Surgical Extractions of Teeth or Tooth Roots</b>	Includes local anesthesia and routine post-operative care.
<b>Oral Surgery Services</b>	Includes but not limited to fistula closure, sinus perforation closure, tooth reimplantation, surgical access to expose teeth, biopsies, soft-tissue lesion removal, excision of bone tissue, excision of hyperplastic gum tissue, surgical incisions, and cyst removal. Includes local anesthesia and routine post-operative care. Benefits are based on clinical review.
<b>Alveoloplasty</b>	Included when performed on the same date as extractions and includes local anesthesia and routine post-operative care.

**BASIC— PAIN MANAGEMENT SERVICES**

<b>General Anesthesia, Analgesia (Nitrous Oxide), I.V. Sedation</b>	Only one type of anesthesia procedure per date of service is allowed as a separate benefit when provided for covered Oral Surgery procedures.
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**MAJOR — ADJUSTMENT AND REPAIR SERVICES**

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
<b>Re-cement Crowns, Inlays, and Onlays</b>	Covered after six months from initial insertion and once per lifetime per Provider/Provider's office.
<b>Repairs to Crowns</b>	Benefits based on clinical review.
<b>Re-cement Fixed Bridges</b>	Covered after six months from initial insertion of fixed bridge and once per lifetime per Provider/Provider's office.
<b>Repairs to Fixed Bridges</b>	Benefits based on clinical review.

**MAJOR — DENTURE ADJUSTMENT, REPAIR, RELINE, AND REBASE SERVICES**

<b>Denture Adjustments</b>	Covered after six months from the insertion of the full or partial denture, and then not more than two adjustments per appliance per 12-month period.
<b>Repairs to Full and Partial Dentures</b>	Covered after six months from the insertion of the full or partial appliance.
<b>Tissue Conditioning per Denture</b>	Covered twice per 36-month period per appliance.
<b>Relining Dentures or Rebasement Dentures</b>	Relining or rebasing is covered at least six months after the initial insertion of a full or partial denture and then not more than once per 36-month period per appliance.

**MAJOR — INLAY, ONLAY, VENEER, IMPLANT, AND CROWN SERVICES**

**Special Restorative:** Buildups (which may or may not include a post) and laboratory-processed restorations (crowns, onlays, veneers) for treatment of tooth decay that results in visible destruction of hard tooth structure or loss of tooth structure due to fracture, which cannot be restored with amalgam or composite restorations.

**Implants:** Prosthetic appliances placed into or on the bone of the upper or lower jaw to retain or support dental prostheses.

<b>Inlays</b>	An Alternate Benefit allowance for an amalgam filling will be made for the same number of surfaces. Any difference in fee is chargeable to the patient. It will be covered at the amalgam filling allowance only if 60 months have passed since the last placement. Not covered for Dependent children under age 12.
<b>Onlays, Crowns (single unit), Veneers</b>	Covered once per 60-month period for the same tooth. Not covered under age 12. Benefits based on clinical review.
<b>Core (Crown) Buildup including any Pins, Post and Core</b>	Covered when needed to retain a special restorative service or prosthodontic service and only when need is due to extensive loss of tooth structure caused by decay or fracture. Post and core is covered only for endodontically treated teeth. Covered only if 60 months have passed since the last buildup or post and core procedure for the same tooth. Not covered for Dependent children under age 12. Benefits based on clinical review.

<b>Implants — Surgical Placement and Restoration</b>	The placement of the surgical implant and placement of a crown, full or partial denture, or bridge over the implant, is covered once in a 60-month period for restorations involving the same tooth. This limitation includes any prior Special Restorative or Prosthodontic benefits for the same tooth. Not covered for Dependent children under age 16. Temporary appliances are not separately payable.
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**MAJOR — PROSTHODONTIC SERVICES**

**Prosthodontics:** Services for construction or repair of fixed partial dentures (bridges), cast or acrylic removable partial dentures, acrylic complete dentures, and removable temporary partial dentures to replace completely extracted or avulsed natural teeth.

<b>Fixed Bridges</b>	Covered once per 60-month period per individual unit and only if 60 months have passed since the last special restorative, prosthodontic, or implant benefit for the same tooth/teeth. Not covered for Dependent children under age 16.
<b>Full Dentures</b>	Covered once per 60-month period per arch. Not covered within 60 months of benefit for a partial denture in the same arch. Personalized denture procedures, overdentures, or associated procedures are not covered.
<b>Partial Dentures</b>	Covered once per 60-month period per arch. Includes any clasps and rests and all teeth. Metal-based partial dentures are not covered under age 16.
<b>Temporary Removable Partial Dentures</b>	Payable for children 16 years of age or under for missing anterior permanent teeth.
<b>Occlusal Guard</b>	Covered once per 36-month period for bruxism (grinding). Adjustments are covered once per year following six months of initial placement.



**ORTHODONTIC SERVICES**

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
<b>Orthodontic Treatment</b>	Orthodontics are defined as the services provided by a licensed Provider involving orthognathic surgery or appliance therapy for movement of teeth and post-treatment retention for treatment of malalignment of teeth and/or jaws including any related interceptive services.
<b>Limitations on Orthodontic Benefits</b>	<p>a) No benefits will be provided for:</p> <ul style="list-style-type: none"> <li>• Replacement or repair of appliances.</li> <li>• Orthodontic care provided in the treatment of periodontal cases or cases involving treatment or repositioning of the temporomandibular joint or related conditions.</li> </ul> <p>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.</p> <p>c) The initial orthodontic benefit payment for a comprehensive treatment plan of 13 months or more will be made in two payments. The first payment will be issued at time of banding or insertion. The second payment will be issued 12 months later. The final payment will be reduced by any other orthodontic benefits issued that applied to the orthodontic plan maximum. Only members eligible in the plan 12 months after initial banding or insertion will receive the final payment.</p> <p>d) The orthodontic payment benefit for treatment plans 12 months or less will be made in one payment at time of banding or insertion. This payment will be reduced by any other orthodontic benefits issued that applied to the plan's orthodontic maximum.</p> <p>e) For comprehensive orthodontic treatment in progress that began prior to eligibility in the plan, periodic payments will be reduced using applicable processing policies.</p>

**ARTICLE IV. LIMITATIONS/EXCLUSIONS**  
**(What is Not Covered and Pre-Existing Conditions)**

**LIMITATIONS**

- a) Alternate Benefits — Often more than one service or supply can be used for treatment. In deciding the amount allowed on a claim, plan will consider other materials and methods of treatment. Payment will be limited to the Covered Amount for the least costly covered service that meets accepted standards of dental care as determined by Delta Dental. The covered person and their Provider may decide on a more costly treatment. Delta Dental will pay toward the cost of the selected procedure using the Coinsurance level shown on the Schedule of Benefits. Payment will be limited to the Covered Amount for the least costly treatment. **Only covered services are eligible to receive alternate benefits.**
- b) Temporary services will be covered as part of the final service. The benefit allowed for such service and the final service is limited to the benefit allowed for the final service.
- c) Plan will pay procedures performed at the same time and as part of a primary procedure at the amount allowed for the primary procedure.
- d) Services are covered when provided by a person legally permitted to perform such services and are determined to be necessary and appropriate. Benefits will be based on the terms of this plan and Delta Dental's Processing Policies, even if no monies are paid.
- e) Pre- and post-operative procedures are considered part of any associated covered service. Benefit will be limited to the Covered Amount for the covered service.
- f) Local anesthesia is considered part of any associated covered service. Benefit will be limited to the Covered Amount for the covered service.
- g) The Covered Amount for a covered service Started but not Completed will be limited to the amount determined by Delta Dental.
- h) Allowance for an assistant surgeon, when determined by Delta Dental to be a covered service, will not exceed 20% of the surgeon's fee for the same covered service.
- i) Services related to another category of covered services may be covered at the same percentage as the related category of covered services.
- j) Covered services will not be compensated when delivered in response to injuries or conditions that are covered under worker's compensation or employer's liability laws.
- k) Covered services will not be compensated when provided by any federal or state agency.
- l) Covered services provided without cost by any city, county, or other political subdivision will not be compensated.
- m) Covered services for which the person would not have to pay if not insured—such as those delivered to a family member or employee of the Provider—will not be compensated.
- n) Any covered service Started when the person was not covered under this contract will not be compensated. This includes any service Started during an applicable waiting period.
- o) Any covered service provided primarily for cosmetic purposes will not be compensated, except where an Alternate Benefit will be provided as set forth in this contract.
- p) Porcelain or resin fused to metal for crowns or bridge units after the first molar are considered cosmetic. The allowance will be limited to the least costly covered service that meets accepted standards of dental care as determined by Delta Dental, and the patient is responsible for the remainder of the Provider's approved fee.
- q) Covered services to treat tooth structure lost from wear, erosion, attrition, abrasion, or abfraction will not be compensated.
- r) Covered services will not be compensated when delivered as a result of improper alignment, occlusion, or contour.

- s) Covered services related to periodontal stabilization of teeth (splinting) will not be compensated.
- t) Covered services will not be compensated when the patient's oral health will not improve due to an underlying condition.
- u) Covered services will not be compensated when provided in anticipation of future need (**except** covered preventive services).
- v) Covered services for grafting procedures will not be compensated when completed in the mouth where teeth are not present.
- w) Covered services for grafts of tissues from outside the mouth into the mouth will not be compensated.
- x) Covered services not performed in accordance with Colorado state law will not be compensated.
- y) Covered services will not be compensated if administered by any person other than a person licensed to perform them.
- z) Covered services to treat any condition, other than an oral or dental disease, abnormality, or condition will not be compensated.
- aa) Covered services to replace lost, stolen, or damaged items will not be compensated.
- bb) Covered services to repair items altered by someone other than a Provider will not be compensated.
- cc) Covered services for which charges would not have been made but for this coverage, except for services as provided under Medicaid, will not be compensated.
- dd) Covered services will not be compensated when delivered as a result of self-injury.
- ee) Covered Services for any grafting procedure when done in the same site as a tooth extraction, apicoectomy, or hemisection (except bone grafting specific to implant placement if noted in covered services) will not be compensated.
- ff) Covered Services for bone graft, biologic materials, tissue regeneration with periradicular surgery and any related services will not be compensated.
- gg) Covered services provided for treatment of teeth retained in relation to an overdenture will not be compensated.
- hh) Any prosthodontic service provided within 60 months of special restorative services involving the same teeth will not be compensated.
- ii) Any special restorative service provided within 60 months of fixed prosthodontic services involving the same teeth will not be compensated.
- jj) Fixed and removable prosthodontic appliances (bridges and partials) will not be compensated in the same arch except when the fixed denture (bridge) replaces front teeth.

### **EXCLUSIONS**

- a) Athletic mouth guards, and jaw-function services, bite registration or analysis, or any related services.
- b) Conscious sedation and other patient management services.
- c) Charges for prescribed drugs.
- d) Any Experimental or Investigational treatment.
- e) Hospital costs or any charges for use of any facility.
- f) House/extended care facility call, hospital, or ambulatory surgical center call.
- g) Interim complete dentures.
- h) Implant/abutment supported interim fixed denture for edentulous arch.
- i) Therapy for speech or the function of the tongue or face.
- j) Coping used as a definitive restoration.
- k) Anatomical crown exposure and any related services.
- l) Pulpal regeneration and any related services.
- m) Connector bar or pediatric partial denture and any related services.
- n) Any orthodontic services not specifically included in Covered Services, above.
- o) Treatment of any temporomandibular joint (TMJ) problems, including facial pain or any related conditions. Any related diagnostic, preventive, or treatment services.
- p) Tomographic survey.
- q) 3D photographic images.
- r) Image capture and/or interpretation for cone beam, MRI, ultrasound, sailoendoscopy.
- s) Implant index.
- t) Sample collection.
- u) Any vestibuloplasty.
- v) Any maxillofacial prosthetics services.
- w) Any surgical repositioning of teeth, osteoplasty, osteotomy, LeFort procedures.
- x) Any complicated suturing and reconstruction services.
- y) Any transplantation or re-implantation services.
- z) Any placement of temporary anchorage device.
- aa) Any harvest of bone.
- bb) Any corticotomy.
- cc) Precision attachment and any related services.
- dd) Repair or relin of occlusal guard and any other related services.
- ee) Teaching services.
- ff) Completion of forms. Providing diagnostic information. Copying of records. Sales tax. Translation services.
- gg) Missed/cancelled appointment charges.
- hh) Preventive and plaque-control programs, including home care items.
- ii) Provisional splinting.
- jj) Internal and external bleaching.
- kk) Any services not included in Covered Services.

### **ARTICLE V. MEMBER PAYMENT RESPONSIBILITY**

To receive any benefits under This Plan, a Member must pay Deductibles and Coinsurance. Members will also be responsible for paying amounts above the annual maximum, Service-

related maximums, and all charges for Services not covered under This Plan. Members may also be responsible for some part of the premium as determined by the Group.

**ARTICLE VI. CLAIMS PROCEDURE  
(How to File a Claim)**

- 6.01 PAYMENT OF CLAIMS.** Covered Services will not include, and payment will not be made for claims for dental Services not listed in this Contract and any appendix, amendment, or rider. Claims submitted to Delta Dental must use terms of the American Dental Association Current Dental Terminology (Code on Dental Procedures and Nomenclature).
- 6.02 PRE-TREATMENT ESTIMATE.** Before beginning a course of treatment, a description of that course of treatment may be submitted to Delta Dental. Delta Dental will provide an estimate of the benefits for the planned course of treatment. Delta Dental does not require pre-treatment estimates. However, Delta Dental offers this Service in order to allow for treatment planning.
- 6.03 CLAIMS FROM NON-PARTICIPATING PROVIDERS.** Payment for Completed Covered Services from a Non-Participating Provider will be based on the Non-Participating Maximum Plan Allowance. The Member will be responsible for the difference between any Plan reimbursement and the full cost of Service.
- 6.04 CLAIMS FROM PARTICIPATING PROVIDERS.** Payment for Completed Covered Services provided by a Participating Provider will be made directly to the Provider. For Covered Services, Members do not have to pay any amount above what Delta Dental allows. For PPO Participating Providers, the amount Delta Dental allows is set forth in the PPO Schedule of Allowances. For Premier Participating Providers, the amount Delta Dental allows is the Premier Maximum Plan Allowance. If the Participating Provider charges more for a Service than Delta Dental allows, that amount is not chargeable to the patient.
- 6.05 TIME FRAME FOR SUBMISSION OF CLAIM.** Delta Dental will not pay claims submitted more than 12 months after the date the Service is Completed. If a Participating Provider failed to submit a claim within this time, the Member will not be liable for the amount that Delta Dental would have paid.
- 6.06 COORDINATION OF BENEFITS.** This coordination of benefits (COB) provision applies when a person has health care coverage under more than one Plan. Plan is defined below.

The order-of-benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable Expense.

- 6.06.01 DEFINITIONS.** Coordination of Benefits means taking into account other Plans when paying Benefits.

**Allowable Expense** is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering a Member. When a Plan provides benefits in the form of Services, the reasonable cash value of each Service will be considered an Allowable Expense and a Benefit paid. An expense that is not covered by any Plan covering the Member is not an Allowable Expense. In addition, any expense that a Provider by law or in accordance with a contractual agreement is prohibited from charging a Member is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

- (1) If a Member is covered by two or more Plans that compute their Benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.
- (2) If a Member is covered by two or more Plans that provide Benefits or Services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
- (3) If a Member is covered by one Plan that calculates its Benefits or Services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its Benefits or Services on the basis of negotiated fees, the primary Plan's payment arrangement shall be the Allowable Expense for all Plans. However, if the provider has contracted with the Secondary Plan to provide the Benefit or Service for a specific negotiated fee or payment amount that is different than the primary Plan's payment arrangement and if the Provider's contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.
- (4) The amount of any benefit reduction by the Primary Plan because a covered Member has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of Plan provisions include second surgical opinions, precertification of admissions, and preferred Provider arrangements.

**Claim Determination Period** is usually a calendar year, but a Plan may use some other period of time that fits the coverage of the group contract. A person is covered by a Plan during a portion of a Claim Determination Period if that person's coverage starts or ends during the Claim Determination Period. However, it does not include any part of a year during which a person has no coverage under This Plan or before the date this COB provision or a similar provision takes effect.

**Closed-panel Plan** is a Plan that provides health benefits to covered persons primarily in the form of Services through a panel of Providers that have contracted with either directly or indirectly or are employed by the Plan and that limits or excludes Benefits for Services

**Custodial Parent** means a parent awarded primary custody by a court decree. In the absence of a court decree, it is the parent with whom the child resides more than one half of the calendar year without regard to any temporary visitation.

**Order-of-benefit Determination Rules** determine whether This Plan is a Primary Plan or Secondary Plan when the person has coverage under more than one Plan.

When This Plan is Primary, its benefits are determined before those of any other Plan and without considering any other Plan's Benefits. When This Plan is Secondary, its benefits are determined after those of another Plan and may be reduced because of the Primary Plan's benefits, so that all Plan Benefits do not exceed 100% of the total Allowable Expense.

**Plan** means a Plan that provides Benefits or Services for dental care on a group 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** means coverage that must pay first. The Primary Plan must pay up to its full liability.

**Secondary Coverage** means coverage that pays a claim after the Primary Plan pays.

**This Plan** means, in a COB provision, the part of the contract providing the health care Benefits to which the COB provision applies, and which may be reduced because of the Benefits of other Plans. Any other part of the contract providing health care Benefits is separate from This Plan. A contract may apply one COB provision to certain Benefits, such as dental Benefits, coordinating only with similar Benefits, and may apply another COB provision to coordinate other Benefits.

**6.06.02 WHEN COORDINATION OF BENEFITS APPLIES.**

Coordination of Benefits applies when a Member is covered under more than one Plan. The Benefits of This Plan will be coordinated with the other Plan(s).

**6.06.03 RULES FOR COORDINATION OF BENEFITS.**

The rules for the order of payment are shown below.

- a) The Primary Plan pays or provides its Benefits according to its terms of coverage and without regard to the benefits under any other Plan.
- b) (1) Except as provided in paragraph (2), a Plan that does not contain a Coordination of Benefits provision that is consistent with these rules is always primary unless the provisions of both Plans state that the complying Plan is primary.

(2) Coverage that is obtained by virtue of membership in a group and designed to supplement part of the basic package of Benefits may provide supplementary coverage that shall be in excess of any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed-panel Plan to provide out-of-network benefits.

- c) A Plan may consider the Benefits paid or provided by another Plan in determining its Benefits only when it is secondary to that other Plan.

d) Each Plan determines its order of benefits using the first of the following rules that apply:

(1) Non-Dependent or Dependent. The Plan that covers the person other than as a Dependent, for example as an employee, Member, Subscriber, or retiree is the Primary Plan, and the plan that covers the person as a Dependent is the Secondary Plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a Dependent; and primary to the Plan covering the person as other than a Dependent (e.g., a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, Member, Subscriber, or retiree is the Secondary Plan and the other Plan is the Primary Plan.

(2) Dependent Child Covered Under More Than One Plan. Unless there is a court decree stating otherwise, when a Dependent child is covered by more than one Plan, the order of benefits is determined as follows:

(A) For a Dependent child whose parents are married or are living together, whether or not they have ever been married:

(i) The Plan of the parent whose birthday (month and day) falls earlier in the calendar year is the Primary Plan; or

(ii) If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.

(B) For a Dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:

(i) If a court decree states that one of the parents is responsible for the Dependent child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to Plan years commencing after the Plan is given notice of the court decree;

(ii) If a court decree states that both parents are responsible for the Dependent child's health care expenses or health care coverage, the provisions of Subparagraph (a) above shall determine the order of benefits;

(iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the Dependent child, the provisions of Subparagraph (a) above shall determine the order of benefits; or

(iv) If there is no court decree allocating responsibility for the Dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:



- The Plan covering the custodial parent;
- The Plan covering the spouse of the custodial parent;
- The Plan covering the non-custodial parent; and then
- The Plan covering the spouse of the non-custodial parent.

(C) For a Dependent child covered under more than one Plan of individuals who are not the parents of the child, the provisions of Subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.

(3) Active Employee or Retired or Laid-off Employee. The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a Dependent of an active employee and that same person is a Dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D.(1) can determine the order of benefits.

(4) COBRA or State Continuation Coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, Member, Subscriber, or retiree or covering the person as a Dependent of an employee, Member, Subscriber, or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D.(1) can determine the order of benefits.

(5) Longer or Shorter Length of Coverage. The Plan that covered the person as an employee, Member, policyholder, Subscriber, or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.

(6) If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan

## **ARTICLE VII. GENERAL POLICY PROVISIONS**

**7.01 RIGHT TO INFORMATION AND RECORDS.** Delta Dental may receive records related to the treatment of a Member from any Provider. Delta Dental may require a Member to be examined by a dental consultant retained by Delta Dental. Delta Dental will maintain records in a confidential manner in accordance with federal and state law.

### **7.02 CLAIMS REIMBURSEMENT**

Claims Reimbursement - On the 2nd, 12th and 22nd day or the last business day closest to such date of each month (or, upon 30-days' notice to Group by Delta Dental, on any alternate three dates in a given month as determined by Delta Dental in Delta Dental's sole discretion), Delta Dental will notify the Group of the total amount of Providers' statements paid or otherwise discharged by Delta Dental for services rendered. Using one of the options described below, a prompt transfer of funds is made to Delta Dental

to cover such disbursements as they become due and payable upon receipt of said notification.

**a) Automated Clearing House Transfer (ACH Transfer)**

Once the Group is notified of the total claims paid, Delta Dental has authorization from the Group to initiate an electronic transfer of funds from the Group's account to cover the total claims paid by Delta Dental. The ACH Transfer will occur 2 business days following the Group's receipt of the total claims paid by Delta Dental.

**b) Wire Transfer**

Once the Group is notified of the total claims paid, the Group initiates the electronic transfer of funds from their account to cover the total claims paid by Delta Dental. The electronic fund transfer must be completed within 5 business days of the Group receiving the invoice.

**7.03 MONTHLY SERVICE FEE.** The Monthly Service Fee for each Subscriber is as noted on the Declaration Page. The Group agrees to remit to Delta Dental during the Contract Term a monthly Service Fee for each subscriber. This is due and payable on the 15th day of each month for the previous month's Service fee.

**7.04 SERVICE FEE AND CLAIMS REIMBURSEMENT AT TERMINATION.** In the event this Contract terminates for any reason, the Applicant will be liable for all Service Fees due but unpaid, as well as Claims Reimbursement for all claims for Services incurred by any Member prior to the effective date of termination.

**7.05 CHANGE OF SERVICE FEE.** In the absence of an amendment mutually agreed upon between Applicant and Delta, no change in the Service Fee will be made during a Contract Year.

**7.06 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.

**7.07 GRACE PERIOD.**

- Service Fee. The Contract has a Grace Period of 15 days after the due date of the Service Fee bill.
- Claims Reimbursement. The Contract has a Grace Period extending to the following bill of claims reimbursement. When Delta Dental has notified the Group of the total claims paid on the 2nd, the grace period is until the 12th day of the month; when Delta Dental has notified the Group of the total claims paid on the 12th, the grace period is until the 22nd day of the month; and when Delta Dental has notified the Group of the total claims paid on the 22nd calendar day, the grace period is until the 2nd of the following month.

The coverage remains in force during this Grace Period unless terminated by the Group. If either the Service Fee or Claims Reimbursement are not paid by the end of the Grace Period, the Contract will be placed on a hold status, where no claims will be paid and no eligibility will be guaranteed. If the Group does not pay after this Grace period, they may

be terminated as of the last date of the earliest Grace Period at the discretion of Delta Dental. Service Fees and Claim Reimbursement are due through the last day of the Grace Period, including the Grace Period.

**7.08 TIMELY NOTICE.** 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. Group shall be liable for any payments made by Delta Dental in reliance upon faulty eligibility information supplied and/or not corrected by Group.

**7.09 EXTENDED COVERAGE.** Delta Dental Benefits will end if this Contract is terminated or if a person's coverage is cancelled. Delta Dental will cover no further Services except as described below.

If a Covered Service Started before coverage ends, but the Covered Service is Completed after it ends, Delta Dental will pay Benefits for the Covered Service as follows:

- Benefits will be paid in the amount that would have been paid and subject to the same terms as would have applied if the person's coverage were still in effect.
- Benefits will be paid only if the Covered Service is Completed within 60 days after the date the person's coverage ended.
- Extended Coverage benefits are not applied to orthodontic Services.

No benefit will be paid if the Covered Service is Started after coverage ends.

**7.10 SUBROGATION.** Delta Dental may pursue on its own or with a Member a claim against a third party. If Delta Dental pays a claim for injuries to a Member and the Member settles with a third party for an amount that includes such costs, the Member must refund Delta Dental the amount equal to the benefit payment made to, or on behalf of, the Member.

**7.11 NOTICES.** Any notice under this Contract will be valid if given by either the Applicant or Delta Dental to the other. In the case of the Applicant, notice may be given to a designated agent. The notice will be effective upon the date of mailing.

**7.12 NOTICES TO SUBSCRIBERS.** Notice to a Subscriber will be in writing and sent by regular US mail to the current address in Delta Dental's records. If agreed to by Delta Dental and the Subscriber, notices may be sent via email.

**7.13 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.

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

**7.15 ENTIRE CONTRACT; AMENDMENTS.** This Contract is the complete agreement between Delta Dental and the Group. 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 Members regardless of the date their coverage became effective or the date treatment was Started.

- 7.16 RESERVATION OF RIGHTS.** Delta Dental reserves all rights not expressly granted to either party in this Contract. Delta Dental may change or end the plan if required due to changes in federal or state laws and/or regulations governing healthcare benefits, the requirements of the Internal Revenue Code or ERISA, the provisions of a contract, or any other reason.
- 7.17 GROUP'S ACCESS TO RECORDS.** Delta Dental agrees that Group or its designated representative may access all files and records pertinent to the Group in accordance with federal and state laws. The group must give 14 days' written advance notice.
- 7.18 SETTLEMENT OF DISPUTES.** Any dispute between Delta Dental, a Participating Provider, and Member, or any combination of these, must be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Except for ERISA covered claims, disputes include adverse claim decisions not settled by the appeals process. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. 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.
- 7.19 SUBSCRIBER BENEFIT BOOKLET.** Delta Dental will give a Subscriber Benefit Booklet to the Group. The Group will make the booklet available to each Subscriber. If an amendment to this Contract will materially affect the Benefits in the booklet, we will give a revised Subscriber Benefit Booklet or inserts showing the change to the Group.
- 7.20 PHYSICAL EXAMINATION.** Delta Dental, at its own expense, may examine an individual for whom a claim or request for pre-estimation of Benefits is pending under this Contract.
- 7.21 GENDER.** The use of the singular will include the plural and the plural the singular. Use of any gender will include all genders.
- 7.22 HIPAA PRIVACY & SECURITY.** Delta Dental complies with the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security regulations.
- 7.23 AGREEMENT WITH STATE LAW.** Any requirement in this Contract that on the group's effective date is in conflict with the laws of the state in which any Member lives is hereby changed to the minimum requirement of such laws.
- 7.24 NON-DISCRIMINATION.** Delta Dental does not use individual health factors to determine benefits or premium rates. 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.

## **ARTICLE VIII. TERMINATION/NONRENEWAL/CONTINUATION**

- 8.01 RENEWAL.** The Contract will renew for one-year periods unless either party elects not to renew by giving the other party written notice. Notice must be received at least 60 days before the end of the current Contract Year. If there are changes to the rates or other

terms of this Contract effective on an Anniversary Date, Delta Dental will provide notice of the proposed changes with the notice of renewal.

**8.02 TERMINATION.** This Contract may be terminated as follows:

- a) By either the Group or Delta Dental at the end of the initial Contract or at the end of any Contract Year if the required notice of non-renewal is given.
- b) In the event any Service Fee due as stated in Article VII 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 VII, Section 7.07, Delta Dental may terminate all further obligations.
- c) In the event any Claims Reimbursement due as stated in Article VII of this Contract is not paid within 10 calendar 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 VII, Section 7.07, Delta Dental may terminate all further obligations.
- d) 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 notice of such default.
- e) By election of Delta Dental in the event enrollment of Subscribers changes by 10% or more from the minimum enrollment requirements included on Delta Dental's proposal. Delta Dental may, at its option, terminate or propose to the Group alternative adjustment in rates, Benefits, or copayments. 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.
- f) Upon written notification by the 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.
- 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.

In the event this Agreement terminates as stated, the Group will remain liable to Delta Dental for the full amount of the Providers' statements paid or otherwise discharged by Delta Dental for services rendered and incurred under this Contract prior to the termination date. In addition, the Group will be and remain liable to Delta Dental for a period of 12 months following the termination date for the full amount of Provider's statements paid or otherwise discharged by Delta Dental for services rendered according to ARTICLE VI, CLAIMS PROCEDURE, 6.03 and 6.04.

**8.03 PROCEDURES ON TERMINATION**

- a) In the event of termination of this Agreement in accordance with the provisions of Article VIII, Section 8.02, no Subscriber will, on or after the date on which the termination takes effect, be entitled to any further benefit payments hereunder and Group will indemnify and hold Delta Dental harmless with respect to any claims by or with respect to Subscribers for further benefit payments hereunder without regard to the date on which the dental claims were incurred.

However, Delta Dental will have the right to process Providers' statements for payment where each of the following terms are met, provided that any Claims Reimbursement and Service Fees owed Delta Dental have been paid:

1. the Provider's statement is first received by Delta Dental within 12 months of the termination date of this Agreement according to ARTICLE VI, CLAIMS PROCEDURE, 6.03 and 6.04;
  2. the date of service reported on the Provider's statement was within 12 months of the date the claim was first received by Delta;
  3. the date of service reported on the Provider's statement was no later than the termination date of this Agreement.
- b) In the event of termination by Delta Dental, all Benefits will terminate and Delta Dental will be released from all further obligations of this Agreement, effective on the last day of the month in which written notice of termination is given; provided, however, that Delta Dental will make payments for dental services for Extended Benefits. Applicant will remain liable to Delta Dental for:
1. the unpaid payments applicable for the period this Agreement was in effect prior to termination; and
  2. the full amount of all Provider's statements paid or otherwise discharged by Delta Dental after the termination date but incurred during the full Term of this Contract.
  3. In the event of termination of this Agreement for any cause, Delta Dental will not be required to pay for services provided beyond such termination date, except for the completion of single procedures started while this Agreement was in effect, which are otherwise Benefits under the terms of this Agreement, provided that any Claims Reimbursement and Service Fees owed Delta Dental have been paid.

**8.04** If on termination of this Contract for any cause Group has not paid Service Fee and/or Claims Reimbursement 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 to Delta Dental.

**8.05** **COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)** Generally applies to groups with 20 or more employees.

Under COBRA, Members who have a qualifying event may be able to continue coverage for a period of time. The Benefits will be the same as those of active Subscribers. The Member must pay the Premium, which cannot exceed 102% of the cost for an active employee with the same plan. Qualifying events govern if a person may elect COBRA and the length of coverage. The employer or Group must administer COBRA according to federal requirements.

COBRA continuation coverage will end 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 for which Premium has been paid;
- d) The day the person becomes entitled to Medicare;
- e) The day the person is eligible for coverage under another Group Plan.

**8.06 CONTINUED HEALTH COVERAGE (Colorado State Continuation)** Applies to Groups not subject to COBRA.

Members covered under this Contract, or a similar Contract it replaces, for at least six months may be able to continue coverage for up to 18 months under State Continuation. Their Premium and Benefits will be the same as those for active Subscribers, except that the Member will be responsible for the Premium. The employer or Group must administer State Continuation according to state law.

State Continuation coverage is effective upon loss of coverage. Within 60 days of the loss, the Group must send enrollment information and Premium to Delta Dental for the Member'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 is paid;
- d) The day the person becomes entitled to Medicare;
- e) The day the person is eligible for coverage under another Group Plan; or
- f) In the case of a Dependent child, the day they no longer meet the definition of Dependent.

## **ARTICLE IX APPEALS AND COMPLAINTS**

### **9.01 APPEALS of ADVERSE DETERMINATIONS**

#### **A. Internal Appeal Process — First-level Appeals**

An adverse claim determination may be appealed within 180 days of the date of the original Explanation of Benefits by writing to:

**Delta Dental of Colorado**  
**Attn: Appeals**  
**PO Box 172528**  
**Denver, CO 80217-2528**

Additional information should be submitted in support of the appeal.

Appeals are reviewed by an impartial Provider of the same or similar specialty as would typically manage the case being reviewed or by a Delta Dental claims specialist. The reviewing Provider will not have been involved in the initial decision.

The decision will be sent to the Member with the rationale for the decision. The decision will be made within 30 calendar days for pre-Service denials. Post-Service decisions will be made within 60 calendar days.

**B. Internal Appeal Process — Expedited Appeals**

Members may request an expedited appeal when the time for a standard review would seriously jeopardize the life or health of the Member, would jeopardize the Member'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.

**ARTICLE X. INFORMATION ON POLICY AND RATE CHANGES**

**10.01 CONTRACT CHANGES UPON RENEWAL.** The terms of this policy, including the rates payable by the Group, may be amended upon its renewal pursuant to the terms set forth in Section 8.01.

**10.02 ALL OTHER CONTRACT CHANGES.** Except as set forth in Sections 7.17, 7.18 and 8.01, no agent or employee of Delta Dental may 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.



## ARTICLE XI. DEFINITIONS

The terms below apply to this Contract:

**11.01 ADVERSE DETERMINATION** means a denial of: A preauthorization for a covered Benefit; a request for Benefits for an individual on the grounds that the treatment or covered Benefit is not medically Necessary, appropriate, effective, or efficient or is not provided in or at the appropriate health care setting or level of care; a request for Benefits on the ground that treatment or Service is Experimental or Investigational; or a Benefit denied because the treatment is an excluded Benefit and wherein the claimant presents evidence from a dental professional licensed pursuant to the Dental Practice Law of Colorado that there is a reasonable medical basis that the contractual exclusion does not apply to the denied Benefit.

**11.02 ALTERNATE BENEFIT** means the Benefit allowed for the least costly, commonly accepted Service that could be used to treat a dental condition for which a Member has selected a more costly treatment.

**11.03 APPLICANT** means the Group or employer wishing to provide dental benefits.

**11.04 BENEFITS** mean the Services described in this Contract in the Benefits Rider, BENEFITS, LIMITATIONS, and EXCLUSIONS.

**11.05 CLAIMS REIMBURSEMENT** means the amount of money the Group must pay Delta Dental for the total amount of Providers' statements paid or otherwise discharged by Delta Dental for services rendered for all Subscribers.

**11.06 COINSURANCE** means the percent of a Covered Amount that the member will pay. The Coinsurance for each type of Covered Service is determinable by subtracting the "Plan Pays" amount on the Declarations Page from 100 percent. The Coinsurance that applies to a Subscriber may vary by type of dental Service.

**11.07 COMPLETED** means:

- For root canal therapy, the date the canals are permanently filled.
- For fixed bridges (fixed partial dentures), crowns, inlays, onlays, and other laboratory prepared restorations: The date the restoration is cemented in place.
- For dentures and partial dentures (removable partial dentures): The date that the final appliance is first inserted in the mouth.
- For all other Services: The date the procedure is Started.

A Benefit is only payable once Completed.

**11.07** The **CONTRACT ANNIVERSARY DATE or ANNIVERSARY DATE** is noted on the Declaration Page of this Contract. The Anniversary Date is the first day of each Contract Year following the initial Contract Year.

**11.08 CONTRACT** means this agreement between Delta Dental and the Applicant. It includes attached appendices, exhibits, and riders, if any. This Contract is the whole agreement between the parties.

**11.09 CONTRACT TERM** means the time from the Group's Effective Date of the Contract until it is terminated.

**11.10 CONTRACT YEAR** is the 365 days beginning on the Group's Effective Date of this Contract and each year after unless the contract is terminated. The contract year is 366 days in a leap year.

**11.11 COVERED AMOUNT** means:

- For PPO Providers, the lesser of the amount set forth in the PPO Schedule of Allowances or the fee actually charged.
- For Premier Participating Providers, the lesser of the Premier Maximum Plan Allowance or the fee actually charged.
- For all other Providers, the lesser of the Non-Participating Maximum Plan Allowance or the fee actually charged.

**11.12 COVERED SERVICES** mean the Services described in this Contract or attachments, subject to the limitations and exclusions noted.

**11.13 DEDUCTIBLE** means the amount the Member must pay before Delta Dental pays. The Deductible is shown on the Declarations Page. If there is a limit to the deductible that a family must pay, that will be shown on the Declarations Page.

**11.14 DEPENDENT** means:

- The Subscriber's lawful spouse, including civil-union partner or domestic partner.
- Civil-union partner must:
  - ❖ Be at least 18 years old.
  - ❖ Not be a partner in another civil union.
  - ❖ Not be married to another person.
  - ❖ Not be related to the Subscriber.
  - ❖ Have entered into a civil union based on the guidelines of Article 15 of Title 14, C.R.S. recognized pursuant to Colorado law.
- Domestic partner must meet each of the requirements listed below:
  - ❖ Be at least 18 years old and view themselves as a family.
  - ❖ Be of the same or opposite sex.
  - ❖ Not be married and may not have another partner.
  - ❖ Have lived together for at least 6 consecutive months.
  - ❖ Not be related to the Subscriber.
  - ❖ Be financially interdependent.
- A child under the Dependent age limit shown on the Declaration Page.
- A child who reaches the Dependent Age Limit stated on the Declarations Page and is incapable of self-support because of physical or mental disabilities that began before reaching the Dependent age limit and is dependent on the Subscriber. Delta Dental may annually request proof of such disability and dependency. Failure to submit such proof will terminate coverage.

Eligible children are natural children, stepchildren, children under court-ordered guardianship, adopted children, foster children, and children of a civil-union partner or common-law spouse.

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

Persons in active military service are not eligible Dependents.

**11.15 GROUP EFFECTIVE DATE** is the date coverage begins for the group.

**11.16 MEMBER EFFECTIVE DATE** is the date coverage begins for the member.

**11.17 ELIGIBLE CLASS** is a group of Subscribers who are allowed to enroll under the Contract.

**11.18 ELIGIBILITY WAITING PERIOD** refers to active Subscribers who have met the minimum requirements necessary to be eligible for enrollment through the employer's Plan and who will become eligible with Delta Dental on the date specified by the employer. Delta Dental does not maintain any eligibility waiting periods that are set forth by the employer.

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

**11.20 EXPERIMENTAL OR INVESTIGATIONAL PROCEDURES** means those Services not generally accepted in the dental community as being safe and effective, as defined by Delta Dental.

**11.21 GROUP** means the Applicant or employer contracting for dental Benefits.

**11.22 MAXIMUM PLAN ALLOWANCE** means the most that a Provider is allowed to charge for a procedure. Delta Dental reviews the limits twice a year. Delta Dental reserves the right to increase or decrease fees for any procedure in its sole and absolute discretion.

**11.23 MEMBER** means any person—Subscriber or Dependent—eligible and enrolled for coverage under This Plan.

**11.24 NECESSARY** means a Service that Delta Dental decides, using accepted standards of dental care and Delta Dental's processing policies, is needed and fitting for treatment of the Member's dental condition.

**11.25 NON-PARTICIPATING PROVIDER** means a Provider who does not contract with Delta Dental.

**11.26 OPEN ENROLLMENT** means a period prior to the Anniversary Date when eligible Subscribers and their Dependents may enroll. They may also change from one Plan to another if the Contract permits them to do so. Coverage is effective on the Applicant's Anniversary Date.

**11.27 PARTICIPATING PROVIDER** means a Provider who contracts with Delta Dental.

- **Premier Participating Provider** means a Provider who has executed a Premier Participating Provider Agreement with Delta Dental.
- **PPO Participating Provider** means a Provider who has executed a PPO Provider Agreement with Delta Dental.

**11.28 PREMIUM** means the amount of money paid for each Subscriber to buy the Benefits provided in this Contract.

**11.29 PRE-TREATMENT ESTIMATE** is a review of a Provider's plan of care to determine what will be covered under this Contract.

**11.30 PROVIDER** means a person licensed to provide dental Services.

**11.31 SERVICE** means a procedure or supply provided by a Provider.

**11.32 SERVICE FEE** means the amount of money paid to Delta Dental for each Subscriber to purchase the Administrative Services provided by this Contract, as provided in Article VII.

**11.33 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 performed.
- For all other Services: The date the Service is performed.

**11.34 SUBSCRIBER** means:

- An enrolled Employee for whom the monthly Premium is paid.
- A person who elects continued coverage and for whom the monthly Premium is paid.



**Delta Dental PPO Exclusive Panel Option (EPO)  
Schedule of Benefits  
For Group # 6026  
CITY AND COUNTY OF DENVER**

This Schedule of Benefits should be read in conjunction with your Subscriber Benefit Booklet. Your Subscriber Benefit Booklet will provide you with additional information about your Delta Dental plan, including information about plan exclusions and limitations. **Services must be provided by a Delta Dental PPO Dentist. In the event services are provided by a non-PPO Dentist you will be responsible for all charges incurred.**

**Control Plan** — Delta Dental of Colorado  
**Benefit Year** — January 1 to December 31

	Delta Dental PPO™ Provider	*Delta Dental Premier® & Non-Participating Providers
Covered Services	Plan Pays	Plan Pays
<b>Diagnostic &amp; Preventive Services</b>		
Oral Exams and Cleanings	Payment is based on Appendix A – Patient Co-Payment (6026)	NA
X-Rays		
Sealants		
Fluoride Treatment		
<b>Basic Services</b>		
Basic Restorative (Fillings)	Payment is based on Appendix A – Patient Co-Payment (6026)	NA
Oral Surgery		
Endodontics (Root Canal Therapy)		
Periodontics (Gum Disease Treatment)		
<b>Major Services</b>		
Prosthodontics (Dentures, Bridges)	Payment is based on Appendix A – Patient Co-Payment (6026)	NA
Special Restorative Crowns, and Onlays		
<b>Orthodontic Services</b>		
Orthodontics (all ages)	Payment is based on Appendix A – Patient Co-Payment (6026)	NA

\*Services provided by a non-PPO Participating Dentist are not a covered benefit.

**Age**

Type	Age Limit	Coverage Thru
Dependent Child	26	Month

**Deductible:** None

**Annual Maximum:** None

### **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. New hires must enroll himself or herself and any eligible dependents within 31 days of their date of employment. No other enrollment is permitted unless a qualified status change has occurred under the Health Insurance Portability and Accountability Act of 1996 and must occur within 31 days of the qualified status change.

Under the Delta Dental EPO plan, all services must be provided a Colorado PPO Participating Dentist. In the event services are provided by a non-PPO Participating Dentist, the subscriber or dependent will be responsible for all charges incurred.

- You are only responsible for the Co-Payment amount listed on the Co-Payment Appendix sheet for Covered Services.
- Claim forms are submitted directly to Delta Dental by the Dentists.
- No balance billing.
- Payment is made directly to the Dentist.

**No Payment will be made for Services provided by a Dentist who is not a Colorado PPO Dentist, except for out of state emergency services.**

Colorado counties without PPO providers are Cheyenne, Crowley, Gilpin, Jackson, Kiowa, Saguache, San Juan, and Sedgwick.

# **Delta Dental of Colorado Group Dental Plan**

## **CONTACT US**

**Visit Delta Dental's website:  
[www.deltadentalco.com](http://www.deltadentalco.com)**

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

**Delta Dental of Colorado  
PO Box 173803  
Denver, CO 80217**

**Customer Service:  
1-800-610-0201  
[customer\\_service@ddpco.com](mailto:customer_service@ddpco.com)**

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## ELIGIBILITY

All eligible Subscribers and their Dependents who enroll will be covered on the Effective Date. All Subscribers will become eligible as determined by the employer group.

This Policy is effective at 12 a.m. on the Effective Date and will terminate at 11:59 p.m. on the date of termination.

No one may be covered as a Dependent and as a Subscriber under this plan. If both parents are covered as Subscribers, children may be covered as Dependents of one parent only.

Benefits for a Dependent child will continue until the last day of the calendar month in which the limiting age is reached.

Persons in active military service are not eligible Dependents.

Dependents of an eligible subscriber may enroll within 31 days of the following:

- The date the Subscriber becomes eligible to enroll. The effective date is that of the Subscriber.
- New Dependents must be enrolled within 31 days and will be covered the first of the following month. Newborns and adopted children will be covered on the date of birth or date of placement for adoption.
- The date the plan is amended to provide dependent coverage. The plan becomes effective on the first day of the month following this change.
- The date upon which they lose coverage through another source, if they show proof of loss. (Loss of coverage is any loss due to death, divorce, loss of job, or termination of benefits by the subscriber). The Effective Date will be the first day of the month following this change.

If not added within the 31-day timeframe, the Dependent can be added during the Open Enrollment period, if applicable.

## HOW TO ACCESS YOUR SERVICES AND OBTAIN APPROVAL OF BENEFITS (Applicable to Managed Care Plans)

### How to Find a Provider

There are two easy ways to find out if your Provider is a Delta Dental PPO or Premier participating Provider.

1. Visit our website at [www.deltadentalco.com](http://www.deltadentalco.com) or
2. Call customer service at 1-800-610-0201.

***The network is subject to change. Please check on the status of your Provider before your next treatment.***

You do not need to get approval before being treated. Before starting treatment that may cost \$400 or more, you may request an estimate from Delta Dental. Pre-treatment estimates are not required.

## BENEFITS/COVERAGE (What is Covered)

### COVERED DENTAL SERVICES

#### DIAGNOSTIC & PREVENTIVE SERVICES

**Diagnostic:** Certain services performed to assist the Provider in evaluating the existing conditions and determining the dental care required.

**Preventive:** Certain services performed to prevent the occurrence of dental abnormalities or disease.

PROCEDURE	BENEFIT DESCRIPTION
<b>Oral Exam (all exam types, except Limited Oral Exam — Problem Focused)</b>	Two exams in a calendar year are covered. There is no separate benefit for diagnosis, treatment planning, or consultation by the treating Provider.
<b>Bitewing X-rays</b>	Covered once in a calendar year or limited to the allowance for a full-mouth survey.
<b>Full-mouth Survey or Panoramic X-ray</b>	Covered once in a 60-month period.
<b>Individual Periapical X-rays Intraoral Occlusal X-rays</b>	Limited to the allowance for a full-mouth survey.
<b>Extra oral X-rays</b>	Covered twice in a calendar year for Extraoral 2D Protection Radiographic Images or Extraoral Posterior Dental Radiographic Images or limited to the allowance for a full-mouth survey.
<b>Dental Cleaning</b>	Two cleanings or any procedure that includes any component of a cleaning in a calendar year are covered. For those with any condition(s) listed below, two additional cleanings (or any procedure that includes cleaning) will be provided during a calendar year. <ul style="list-style-type: none"> <li>• Diabetes with documented gum conditions,</li> <li>• Pregnancy with documented gum conditions,</li> <li>• Cardiovascular disease with documented gum conditions,</li> <li>• Kidney failure with dialysis, and</li> <li>• Suppressed immune system due to chemotherapy or radiation treatment, HIV Positive status, Organ Transplant or stem cell (bone marrow) transplant.</li> </ul>
<b>Sealants or Preventive Resin Restoration</b>	Covered one time per tooth in a 36-month period. Allowed for the occlusal (chewing) surface of decay-free unrestored permanent molars. Covered for Dependent Children through age 14. There is no separate benefit for preparation of the tooth or any other procedure associated with the sealant application.
<b>Fluoride Treatment</b>	Covered twice per calendar year for Dependent Children through age 15.
<b>Caries Risk Assessment</b>	Covered once per calendar year. Not covered under age 3.
<b>Space Maintainer</b>	Covered once per quadrant per lifetime through age 13 to maintain space left by prematurely lost baby back teeth.
<b>Palliative Treatment</b>	Covered as a separate benefit only if no other service is provided during the visit except an exam and/or X-rays.
<b>Oral Pathology Lab Procedures</b>	Covered with a pathology report.

**Basic Restorative:** Fillings and preformed shell crowns, for treatment of tooth decay that results in visible destruction of hard tooth structure or loss of tooth structure due to fracture.

PROCEDURE	BENEFIT DESCRIPTION
<b>Amalgam Fillings (silver fillings) and Composite Resin (white plastic) Fillings</b>	Multiple fillings on one surface will be paid as a single filling. Replacement of an existing filling is allowed if at least 12 months have passed since the existing filling was placed.
<b>Interim Therapeutic Restoration</b>	Covered once per tooth per lifetime for baby teeth.
<b>Protective Filling</b>	Covered once per 12-month period per tooth for emergency relief of pain if no other restorative service is performed on the same tooth on the same date.
<b>Pin Retention</b>	Covered with a basic (amalgam or composite) filling. A benefit one time per filling.
<b>Stainless Steel Crowns Resin Crowns</b>	Covered once per 12-month period per tooth when that tooth cannot be restored by a filling.

### ENDODONTIC SERVICES

**Endodontic:** Certain services for treatment of non-vital tooth pulp resulting from disease or trauma.

<b>Therapeutic Pulpotomy</b>	Covered once per tooth per lifetime for baby teeth.
<b>Root Canal Therapy</b>	Covered once per tooth. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Repeat Root Canal Therapy</b>	Covered if at least 24 months have passed since the first root canal procedure on the same tooth was performed. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Apexification/Recalcification (apical closure/calcific repair of perforations, root resorption, etc.)</b>	Covered once per tooth per lifetime. A course of treatment includes initial, interim, and final visits. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Apicoectomy</b>	Covered once per root per 24 months. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Retrograde Filling (per root)</b>	Covered once per root per 24-month period. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Root Amputation (per root)</b>	Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Hemisection (includes any root removal)</b>	Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.

### PERIODONTIC SERVICES

**Periodontic:** Certain services for treatment of gum tissue and bone supporting teeth.

<b>Periodontal Scaling and Root Planing — Per Quadrant</b>	Covered once per quadrant per 24-month period. If less than a full quadrant meets criteria for coverage, benefits will be based on the fee for a partial quadrant.
<b>Periodontal Maintenance Procedures Following Active Therapy</b>	Periodontal maintenance procedures, in combination with adult and Dependent Child cleanings or scaling in the presence of gingival inflammation procedures, are limited to four per calendar year.
<b>Crown Lengthening — Hard Tissue, by Report</b>	Included when performed on the same date as surgery to bone structures, crown preparation, or other restoration. Benefits are based on clinical review and limited to once in 36 months.
<b>Osseous Surgery, Gingivectomy, Gingival Flap Procedure, Guided Tissue Regeneration (includes surgery and re-</b>	Periodontal surgical procedures are covered once per quadrant per 36-month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Includes local anesthesia and routine post-operative care. Benefits are based on clinical review.

entry), Pedicle Soft Tissue Graft, Free Soft Tissue including donor site	
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**ORAL SURGERY SERVICES**

**Oral Surgery:** Extractions and certain other surgical services and associated covered anesthesia and/or related covered services.

<b>Extractions — Coronal Remnants Deciduous Tooth, Erupted Tooth, Exposed Root, Surgical Extractions of Teeth or Tooth Roots</b>	Includes local anesthesia and routine post-operative care.
<b>Oral Surgery Services</b>	Includes but not limited to fistula closure, sinus perforation closure, tooth reimplantation, surgical access to expose teeth, biopsies, soft-tissue lesion removal, excision of bone tissue, excision of hyperplastic gum tissue, surgical incisions, and cyst removal. Includes local anesthesia and routine post-operative care. Benefits are based on clinical review.
<b>Alveoloplasty</b>	Included when performed on the same date as extractions and includes local anesthesia and routine post-operative care.

**PAIN MANAGEMENT SERVICES**

<b>General Anesthesia, Analgesia (Nitrous Oxide), I.V. Sedation</b>	Only one type of anesthesia procedure per date of service is allowed as a separate benefit when provided for covered Oral Surgery procedures.
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**ADJUSTMENT AND REPAIR SERVICES**

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
<b>Re-cement Crowns, Inlays, and Onlays</b>	Covered after six months from initial insertion and once per lifetime per Provider/Provider's office.
<b>Repairs to Crowns</b>	Benefits based on clinical review.
<b>Re-cement Fixed Bridges</b>	Covered after six months from initial insertion of fixed bridge and once per lifetime per Provider/Provider's office.
<b>Repairs to Fixed Bridges</b>	Benefits based on clinical review.

**DENTURE ADJUSTMENT, REPAIR, RELINE, AND REBASE SERVICES**

<b>Denture Adjustments</b>	Covered after six months from the insertion of the full or partial denture, and then not more than two adjustments per appliance per 12-month period.
<b>Repairs to Full and Partial Dentures</b>	Covered after six months from the insertion of the full or partial appliance.
<b>Tissue Conditioning per Denture</b>	Covered twice per 36-month period per appliance.
<b>Relining Dentures or Rebasing Dentures</b>	Relining or rebasing is covered at least six months after the initial insertion of a full or partial denture and then not more than once per 36-month period per appliance.

**INLAY, ONLAY, VENEER, AND CROWN SERVICES**

**Special Restorative:** Buildups (which may or may not include a post) and laboratory-processed restorations (crowns, onlays, veneers) for treatment of tooth decay that results in visible destruction of hard tooth structure or loss of tooth structure due to fracture, which cannot be restored with amalgam or composite restorations.

<b>Inlays</b>	An Alternate Benefit allowance for an amalgam filling will be made for the same number of surfaces. Any difference in fee is chargeable to the patient. It will be covered at the amalgam filling allowance only if 60 months have passed since the last placement. Not covered for Dependent children under age 12.
<b>Onlays, Crowns (single unit), Veneers</b>	Covered once per 60-month period for the same tooth. Not covered under age 12. Benefits based on clinical review.
<b>Core (Crown) Buildup including any Pins, Post and Core</b>	Covered when needed to retain a special restorative service or prosthodontic service and only when need is due to extensive loss of tooth structure caused by decay or fracture. Post and core is covered only for endodontically treated teeth. Covered only if 60 months have passed since the last buildup or post and core procedure for the same tooth. Not covered for Dependent children under age 12. Benefits based on clinical review.

**PROSTHODONTIC SERVICES**

**Prosthodontics:** Services for construction or repair of fixed partial dentures (bridges), cast or acrylic removable partial dentures, acrylic complete dentures, and removable temporary partial dentures to replace completely extracted or avulsed natural teeth.

<b>Fixed Bridges</b>	Covered once per 60-month period per individual unit and only if 60 months have passed since the last special restorative, prosthodontic, or implant benefit for the same tooth/teeth. Not covered for Dependent children under age 16.
<b>Full Dentures</b>	Covered once per 60-month period per arch. Not covered within 60 months of benefit for a partial denture in the same arch. Personalized denture procedures, overdentures, or associated procedures are not covered.
<b>Partial Dentures</b>	Covered once per 60-month period per arch. Includes any clasps and rests and all teeth. Metal-based partial dentures are not covered under age 16.
<b>Temporary Removable Partial Dentures</b>	Payable for children 16 years of age or under for missing anterior permanent teeth.

## LIMITATIONS/EXCLUSIONS

### (What Is Not Covered)

#### GENERAL LIMITATIONS – ALL SERVICES

- a) Alternate Benefits — Often more than one service or supply can be used for treatment. In deciding the amount allowed on a claim, plan will consider other materials and methods of treatment. Payment will be limited to the Covered Amount for the least costly covered service that meets accepted standards of dental care as determined by Delta Dental. The covered person and their Provider may decide on a more costly treatment. Delta Dental will pay toward the cost of the selected procedure using the Coinsurance level shown on the Schedule of Benefits. Payment will be limited to the Covered Amount for the least costly treatment. **Only covered services are eligible to receive alternate benefits.**
- b) Temporary services will be covered as part of the final service. The benefit allowed for such service and the final service is limited to the benefit allowed for the final service.
- c) Plan will pay procedures performed at the same time and as part of a primary procedure at the amount allowed for the primary procedure.
- d) Services are covered when provided by a person legally permitted to perform such services and are determined to be necessary and appropriate. Benefits will be based on the terms of this plan and Delta Dental's Processing Policies, even if no monies are paid.
- e) Pre- and post-operative procedures are considered part of any associated covered service. Benefit will be limited to the Covered Amount for the covered service.
- f) Local anesthesia is considered part of any associated covered service. Benefit will be limited to the Covered Amount for the covered service.
- g) The Covered Amount for a covered service Started but not Completed will be limited to the amount determined by Delta Dental.
- h) Allowance for an assistant surgeon, when determined by Delta Dental to be a covered service, will not exceed 20% of the surgeon's fee for the same covered service.
- i) Services related to another category of covered services may be covered at the same percentage as the related category of covered services.
- j) Covered services will not be compensated when delivered in response to injuries or conditions that are covered under worker's compensation or employer's liability laws.
- k) Covered services will not be compensated when provided by any federal or state agency.
- l) Covered services provided without cost by any city, county, or other political subdivision will not be compensated.
- m) Covered services for which the person would not have to pay if not insured—such as those delivered to a family member or employee of the Provider—will not be compensated.
- n) Any covered service Started when the person was not covered under this contract will not be compensated. This includes any service Started during an applicable waiting period.
- o) Any covered service provided primarily for cosmetic purposes will not be compensated, except where an Alternate Benefit will be provided as set forth in this contract.
- p) Porcelain or resin fused to metal for crowns or bridge units after the first molar are considered cosmetic. The allowance will be limited to the least costly covered service that meets accepted standards of dental care as determined by Delta Dental, and the patient is responsible for the remainder of the Provider's approved fee.
- q) Covered services to treat tooth structure lost from wear, erosion, attrition, abrasion, or abfraction will not be compensated.
- r) Covered services will not be compensated when delivered as a result of improper alignment, occlusion, or contour.
- s) Covered services related to periodontal stabilization of teeth (splinting) will not be compensated.
- t) Covered services will not be compensated when the patient's oral health will not improve due to an underlying condition.
- u) Covered services will not be compensated when provided in anticipation of future need (**except** covered preventive services).
- v) Covered services for grafting procedures will not be compensated when completed in the mouth where teeth are not present.
- w) Covered services for grafts of tissues from outside the mouth into the mouth will not be compensated.
- x) Covered services not performed in accordance with Colorado state law will not be compensated.
- y) Covered services will not be compensated if administered by any person other than a person licensed to perform them.
- z) Covered services to treat any condition, other than an oral or dental disease, abnormality, or condition will not be compensated.
- aa) Covered services to replace lost, stolen, or damaged items will not be compensated.
- bb) Covered services to repair items altered by someone other than a Provider will not be compensated.
- cc) Covered services for which charges would not have been made but for this coverage, except for services as provided under Medicaid, will not be compensated.

- dd) Covered services will not be compensated when delivered as a result of self-injury.
  - ee) Covered Services for any grafting procedure when done in the same site as a tooth extraction, apicoectomy, or hemisection (except bone grafting specific to implant placement if noted in covered services) will not be compensated.
  - ff) Covered Services for bone graft, biologic materials, tissue regeneration with periradicular surgery and any related services will not be compensated.
  - gg) Covered services provided for treatment of teeth retained in relation to an overdenture will not be compensated.
  - hh) Any prosthodontic service provided within 60 months of special restorative services involving the same teeth will not be compensated.
  - ii) Any special restorative service provided within 60 months of fixed prosthodontic services involving the same teeth will not be compensated.
  - jj) Fixed and removable prosthodontic appliances (bridges and partials) will not be compensated in the same arch except when the fixed denture (bridge) replaces front teeth.
- r) Image capture and/or interpretation for cone beam, MRI, ultrasound, sailoendoscopy.
  - s) Implant index.
  - t) Sample collection.
  - u) Any vestibuloplasty.
  - v) Any maxillofacial prosthetics services.
  - w) Any surgical repositioning of teeth, osteoplasty, osteotomy, LeFort procedures.
  - x) Any complicated suturing and reconstruction services.
  - y) Any transplantation or re-implantation services.
  - z) Any placement of temporary anchorage device.
  - aa) Any harvest of bone.
  - bb) Any corticotomy.
  - cc) Precision attachment and any related services.
  - dd) Repair or relines of occlusal guard and any other related services.
  - ee) Teaching services.
  - ff) Completion of forms. Providing diagnostic information. Copying of records. Sales tax. Translation services.
  - gg) Missed/cancelled appointment charges.
  - hh) Preventive and plaque-control programs, including home care items.
  - ii) Provisional splinting.
  - jj) Internal and external bleaching.
  - kk) Any services not included in Covered Services.

#### **EXCLUSIONS**

- a) Athletic mouth guards, occlusal guards and jaw-function services, bite registration or analysis, or any related services.
- b) Conscious sedation and other patient management services.
- c) Charges for prescribed drugs.
- d) Any Experimental or Investigational treatment.
- e) Hospital costs or any charges for use of any facility.
- f) House/extended care facility call, hospital, or ambulatory surgical center call.
- g) Interim complete dentures.
- h) Implant/abutment supported interim fixed denture for edentulous arch.
- i) Therapy for speech or the function of the tongue or face.
- j) Coping used as a definitive restoration.
- k) Anatomical crown exposure and any related services.
- l) Pulpal regeneration and any related services.
- m) Connector bar or pediatric partial denture and any related services.
- n) Any orthodontic services not specifically included in Covered Services, above.
- o) Treatment of any temporomandibular joint (TMJ) problems, including facial pain or any related conditions. Any related diagnostic, preventive, or treatment services.
- p) Tomographic survey.
- q) 3D photographic images.

#### **MEMBER PAYMENTS RESPONSIBILITY**

You must pay deductibles, amounts above the annual maximum, and your coinsurance. You must pay charges for services not covered under this plan. You may be responsible for some part of the premium.

#### **CLAIM PROCEDURES (How to File a Claim)**

If you are covered by more than one dental plan, you should file all of your claims with each plan within 12 months of the treatment date.

Delta Dental will not pay claims submitted more than 12 months after the date of service.

#### **PRE-TREATMENT ESTIMATE**

Before beginning a course of treatment, a description of that course of treatment may be submitted to Delta Dental. Delta Dental will provide an estimate of the benefits for the planned course of treatment. Delta Dental does not require pre-treatment estimates. However, Delta Dental offers this service in order to allow for treatment planning.

#### **RIGHT TO EXAMINATION**

Delta Dental shall have the right to examine the person for whom a claim is made. Such right shall exist so often as reasonably required while a claim is pending under the policy.

**GENERAL POLICY PROVISIONS**

**AGREEMENT WITH STATE LAW**

Any requirement in this contract that, on its effective date, is in conflict with the laws of the state in which any covered person lives is hereby changed to the minimum requirement of such laws.

**ASSIGNMENT OF BENEFITS**

You may assign any benefits of this policy to your dental Provider. You may revoke this assignment at any time by sending a written revocation to Delta Dental.

**NON-DISCRIMINATION**

With regard to participation in its networks, Delta Dental does not discriminate against any Provider acting in the scope of their license.

**COORDINATION OF BENEFITS (COB)**

**IMPORTANT NOTICE**

**This is a summary of only a few of the provisions of your health plan to help you understand coordination of benefits. This is not a complete description of all of the coordination rules and procedures and does not change or replace the language contained in your insurance contract, which determines your benefits. For the complete listing of your policy's coordination of benefits provisions, please contact your group plan administrator or the state Division of Insurance.**

Double Coverage

Family members may be covered by more than one health care plan. This happens, for example, when a husband and wife both work and choose to have family coverage through both employers.

When you are covered by more than one group health plan, state law permits your carriers to follow a procedure called coordination of benefits (COB) to determine how much each should pay when you have a claim. The aim is to make sure that the combined payments of all plans do not add up to more than your covered health care expenses.

Coordination of benefits covers a wide variety of circumstances. This is only an outline of some of the most common ones. If your situation is not described, contact your group plan administrator or your state insurance department for a full review of coordination of benefits requirements.

*Primary or Secondary?*

You will be asked to identify all the plans that cover family members. We need this information to determine whether we are "primary" or "secondary." The primary plan always pays first.

Any plan that does not contain your state's coordination of benefits rules will always be primary.

*When This Plan is Primary*

If you or a family member are covered under another plan in addition to this one, Delta Dental will be primary when:

Your Own Expenses

•The claim is for your own health care expenses, unless you are covered by Medicare and both you and your spouse are retired.

Your Spouse's Expenses

•The claim is for your spouse, who is covered by Medicare, and you are not both retired.

Your Dependent Child's Expenses

•The claim is for the health care expenses of your Dependent child who is covered by this plan and

•You are married and your birthday is earlier in the year than your spouse's or you are living with another individual, regardless of whether or not you have ever been married to that individual, and your birthday is earlier than that other individual's birthday. This is known as the "birthday rule"; or

•You are separated or divorced and you have informed us of a court decree that makes you responsible for the dependent child's health care expenses;

or

•There is no court decree, but you have primary custody of the dependent child.

*Other Situations*

We will be primary when any other provisions of state or federal law require us to be.

*How We Pay Claims When We Are Primary*

When we are the primary plan, we will pay the benefits provided by your contract, just as if you had no other coverage.

*How We Pay Claims When We Are Secondary*

We will be secondary whenever the rules do not require us to be primary.

When we are the secondary plan, we do not pay until after the primary plan has paid its benefits. We will then pay part or all of the allowable expenses left unpaid. An "allowable expense" is a health care service or expense covered by one of the plans, including copayments and deductibles.



•If there is a difference between the amount the plans allow, we will base our payment on the higher amount. However, if the primary plan has a contract with the Provider, our combined payments will not be more than the contract calls for. Health Maintenance Organizations (HMO) and Preferred Provider Organizations (PPO) usually have contracts with their Providers.

•We will determine our payment by subtracting the amount the primary plan paid from the amount we would have paid if we had been primary. We will use any savings to pay the balance of any unpaid allowable expenses covered by either plan.

•If the primary plan covers similar kinds of health care but allows expenses that we do not cover, we may pay for those expenses. We will not pay an amount the primary plan did not cover because you didn't follow its rules and procedures. For example, if your plan has reduced its benefit because you did not obtain pre-certification, we will not pay the amount of the reduction, because it is not an allowable expense.

Questions about coordination of benefits?

**Colorado Division of Insurance**  
**1560 Broadway, Suite 850**  
**Denver, CO 80202**  
**Phone Number: 303-894-7490 or 1-800-930-3745**

#### **SUBROGATION**

Delta Dental has the right to enforce on its own, or with a covered person, a claim against a third party up to the amount paid by Delta Dental. If Delta Dental pays a claim for injuries to a covered person and the covered person settles with a third party for an amount that includes such costs, the covered person must refund Delta Dental the amount equal to the benefit payment made to, or on behalf of, the covered person.

#### **HIPAA**

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

- a) Not use or disclose health information other than as permitted or as required by law.
- b) Ensure that any agents who receive protected health information (PHI) agree to the same restrictions that apply to your employer.
- c) Not use or disclose PHI for employment actions and decisions.
- d) Report to the plan any improper use or disclosure of PHI that they are aware of.

- e) Make PHI available for your own use and provide you with the right to amend or correct your 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 there is separation between the plan and the plan sponsor as required by HIPAA. Ensure that there are reasonable security controls.
- h) If possible, return or destroy all PHI received from the plan when no longer needed.
- i) Implement safeguards that protect electronic PHI that is managed on behalf of the group health plan.
- j) Ensure that any agent to whom it provides electronic PHI agrees to implement security measures to protect the information.
- k) Report to the group health plan any security incident of which it becomes aware.

#### **NOTICE OF PRIVACY PRACTICES**

**This notice describes how medical information about you may be used and disclosed and how you can access this information.**

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. This notice is effective on the date your group coverage went into effect.

#### **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 provider 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 providers 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.

Without your written authorization, we may not use or disclose your protected health information to any person or for any reason not permitted by law. An authorization is required for uses and disclosures of protected health information for marketing purposes and disclosures that constitute a sale of protected health information. Any other uses and disclosures not specifically described in this notice will be made only with the individual's authorization.

**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](http://www.deltadentalco.com).
- **Your Right to Opt Out of Fundraising Communications:** Delta Dental does not intend to contact you to raise funds, but if it does engage in fundraising, you have the right to opt-out of receiving any fundraising communications.
- **Your Right to Breach Notification:** You have the right to be notified of a breach of unsecured protected health information. Delta Dental will provide you the date and description of the information disclosed. You will be notified who the information was disclosed to if we are able. You will be notified by mail within 30 days from the date that we discover the breach.
- **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.

**Genetic Information Nondiscrimination Act:** Delta Dental is prohibited from using or disclosing genetic information for underwriting purposes.

**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:  
Compliance Department  
PO Box 5468  
Denver, CO 80217-5468  
Phone Number: 1-800-233-0860**

**TIME LIMIT ON CERTAIN DEFENSES**

- (a) After two years from the date of issue of this policy, the validity of this policy shall not be contested, except for non-payment of premiums, and no misstatements made by the applicant in order to acquire such policy shall be used to void the policy or to deny a claim for loss incurred after the expiration of such two-year period. However, if such statement was made in writing signed by the person making the statement and a copy of that writing is presented to the maker of the statement, such statement may be used by Delta Dental to avoid the policy or reduce benefits.
- (b) No claim for loss incurred after one year from the date of issue of this policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or a specific description effective on the date of loss had existed prior to the effective date of coverage of this policy.
- (c) If this is an individual disability income insurance policy then no claim for loss incurred after two years from the date of issue of the policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or a specific description effective on the date of loss had existed prior to the effective date of coverage of this policy.

**LEGAL ACTIONS**

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**TERMINATION/NONRENEWAL/  
CONTINUATION**

A Subscriber’s plan will terminate at the earliest of:

- The date Delta Dental of Colorado receives a written request to cancel. Coverage will end at the end of the month following notification or at the end of the month of the life-changing event. We reserve the right to recover any benefit payment made for dates of service after the terminate date.
- The date the Subscriber is not eligible for coverage under the terms of this policy.
- The date the benefits described in the Policy are terminated.
- When the required premium has not been paid (subject to the applicable grace period).
- When you commit fraud or intentional misrepresentation of material facts.
- The date the Subscriber enters full-time military service of any country.
- Upon the Subscriber’s death.

For Delta Dental to remove a Dependent from the plan, Delta Dental must notify Subscriber of the termination. For Subscriber or Dependent to remove a Dependent from the plan, Subscriber must notify group and group must notify Delta Dental of the termination. The Effective Date of the change will be the end of the month in which the change was received. We reserve the right to recover any Benefits payments made for dates of service after the termination date.

Benefits for a Dependent ends on the last day of the month for the following life changing events:

- The date the Benefits described in the policy are terminated.
- The date the Dependent is not eligible for coverage under the terms of this policy.
- When the Dependent child no longer qualifies as a Dependent by definition.
- When legal custody of a dependent child placed for adoption is terminated.
- When the required premium has not been paid.
- Upon the Dependent’s death.

**EXTENDED COVERAGE**

**(Paying for Benefits after Termination)**

Delta Dental Benefits will end if this Policy is terminated or if a person’s coverage is cancelled. Delta Dental will cover no further services except as described below.

If a covered service started before coverage ends, but the covered service is completed after coverage ends, Delta Dental will pay Benefits for the covered service as follows:

- Benefits will be paid in the amount that would have been paid and subject to the same terms as would have applied if the person's coverage were still in effect.
- Benefits will be paid only if the covered service is completed within 60 days after the date the person's coverage ended.
- Extended coverage benefits do not apply to orthodontic services.

No benefit will be paid if the covered service is started after coverage ends.

### **NONRENEWAL**

Your company's Policy will automatically renew. If you don't want to participate in the plan at renewal, notify your employer. If your employer does not renew this Policy, the Policy will end on the last day before the renewal date. Delta Dental can non-renew this Policy by sending your employer written notice (either electronically or through the mail) at least 90 days before the renewal dates. If we do, you will receive notice and this Policy will end on the last day before the renewal date.

### **COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)**

Covered persons may be able to continue coverage through COBRA. The Benefits will be the same as the Benefits active employees receive. The covered person must pay the entire premium, which cannot exceed 102% of the cost for an active employee with the same plan. You should contact your employer to determine if you are able to continue coverage through COBRA.

### **Continued Health Coverage Required by the State of Colorado**

If you are not eligible for COBRA, you may be eligible to continue coverage for up to 18 months under state continuation. Contact your employer to learn if you are eligible to continue coverage through state continuation.

## **APPEALS AND COMPLAINTS**

Internal Appeal Process — First-level Appeals:

An adverse claim determination may be appealed within 180 days of the date of the original Explanation of Benefits by writing to:

**Delta Dental of Colorado**  
**Attn: Appeals**  
**PO Box 172528**  
**Denver, CO 80217-2528**

Additional information should be submitted in support of the appeal.

Appeals are reviewed by an impartial Provider of the same or similar specialty as would typically manage the case being reviewed or a Delta Dental claims specialist. The reviewing Provider will not have been involved in the initial decision.

When submitting a first-level appeal, a Member may submit written comments, documents, records, and other material relating to the request for Benefits for the reviewer(s) to consider when conducting the review. For review of a Benefit denial due to a contractual exclusion, the Member shall provide evidence from a medical professional that there is a reasonable medical basis that the exclusion does not apply.

The decision will be sent to the Member with the rationale for the decision. The decision will be made within 30 calendar days for pre-service denials. Post-service decisions will be made within 60 calendar days.

Internal Appeal Process — Expedited Appeals:

Members may request an expedited appeal when the time for a standard review would seriously jeopardize the life or health of the Member, would jeopardize the Member'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.

Independent External Review:

Where Delta Dental makes an adverse determination and the Member exhausts the internal appeals process, the Member has the right to request an external review. Delta Dental will notify the Member of the right, if any, to request an external review after the first-level appeal.

Requests for an independent external review must be in writing. They must include a completed external review request form as specified by the Colorado Division of Insurance. The Member must submit the request within four months of the completion or exhaustion of the internal appeals process. The internal appeals process is completed or exhausted upon Member's receipt of notice of the adverse determination or upon Delta Dental's failure to comply with Colorado Revised Statutes §§ 10-16-113, 10-16-113.5 or Colorado Insurance Regulations 4-2-17 or 4-2-21.

Members may request expedited external review. All requests must be submitted to:

**Delta Dental of Colorado**  
**Attn: Appeals**  
**PO Box 172528**  
**Denver, CO 80217-2528**

A signed consent authorizing Delta Dental to disclose protected health information pertinent to the external review is also required.

Delta Dental adheres to timeframes set forth by Colorado Regulation 4-2-21 in the processing of independent external reviews. Within 45 days after the receipt of the request for external review (72 hours for expedited external review), the external review entity shall deliver a written decision to the Member, Delta Dental, the Provider, and the commissioner.

### INFORMATION ON POLICY AND RATE CHANGES

No change in your policy shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed on the policy. No agent has authority to change this policy or to waive any of its provisions except where approved by an officer of the insurer and evidenced by an endorsement on the policy or by rider or amendment to the policy signed by the insurer. Any such amendment that reduces or eliminates coverage shall have been either requested in writing or signed by your employer.

If there are changes to the information provided in this document, we will issue revised materials to you.

### DEFINITIONS

**ADVERSE DETERMINATION** means a denial of: A preauthorization for a covered benefit; a request for benefits for an individual on the grounds that the treatment or covered benefit is not medically necessary, appropriate, effective, or efficient or is not provided in or at the appropriate health care setting or level of care; a request for benefits on the ground that treatment or service is experimental or investigational; or a benefit denied because the treatment is an excluded benefit and wherein the claimant presents evidence from a dental professional licensed pursuant to the Dental Practice Law of Colorado that there is a reasonable medical basis that the contractual exclusion does not apply to the denied benefit.

**ALTERNATE BENEFIT** means the benefit allowed for the least costly, commonly accepted service that could be used to treat a dental condition for which a Member has selected a more costly treatment.

**BENEFITS** means those services covered pursuant to the terms of this plan. 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 that the Member will pay. The Coinsurance for each type of covered service is determinable by subtracting the "Plan Pays" amount on the Declarations page from 100 percent.

**COMPLETED** means:

- For root canal therapy: 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, regardless of the type of cement used.
- For dentures and partial dentures (removable partial dentures): On the date the final appliance is first inserted in the mouth.
- For all other services: On the date the procedure is Started.

For claim payment purposes, the date Completed will be the date when a claim is incurred.

**DEDUCTIBLE** means the amount that must be paid by the Member before Delta Dental will make payment. The amount of the Deductible is shown on the Schedule of Benefits. If there is a limit to the deductible amount that a family must pay, that will also be shown.

**DEPENDENT** means:

- The Subscriber's lawful spouse, including civil union partner or domestic partner.
- Civil union partner must:
  - ❖ Be at least 18 years old.
  - ❖ Not be a partner in another civil union.
  - ❖ Not be married to another person.
  - ❖ Not be related to the Subscriber.
  - ❖ Have entered into a civil union based on the guidelines of Article 15 of Title 14, C.R.S. recognized pursuant to Colorado law.
- A child under the Dependent age limit shown on the Schedule of Benefits.
- A child who reaches the Dependent age limit stated on the Schedule of Benefits and is incapable of self-support because of physical or mental disabilities that began before reaching the Dependent age limit and is dependent on the Subscriber. Delta Dental may annually request proof of such disability and dependency. Failure to submit such proof will terminate coverage.

Eligible dependent children include natural children, stepchildren, children under court-ordered guardianship, adopted children, foster children, and children of a civil union partner or common law spouse.

No one may be covered as a Dependent and also as a Subscriber under this plan. If both parents are covered as Subscribers, children may be covered as Dependents of one parent only.

Persons in active military service are not eligible Dependents.

**EFFECTIVE DATE** means the date coverage begins.

**EMERGENCY TREATMENT** or **EMERGENCY SERVICE** means any required service that is provided as the direct result of an unforeseen occurrence that requires immediate, urgent action.

**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.

**MAXIMUM PLAN ALLOWANCE** means the maximum allowable amount for a procedure as determined by Delta Dental. Delta Dental reviews the limits twice a year. Delta Dental reserves the right to increase or decrease fees for any procedure in its sole and absolute discretion.

**MEMBER** means any person — Subscriber or Dependent — eligible and enrolled for coverage under this plan.

**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.

**POLICY** means the agreement between Delta Dental and the applicant for the dental benefits plan, in its entirety, including any application documents, riders, and/or appendices.

**POLICY TERM** means the time from the Effective Date of the Policy until it is terminated.

**POLICY YEAR** is the 365 days beginning on the Effective Date of this Policy and each year after unless the Policy is terminated. The Policy Year is 366 days in a leap year.

**PROVIDER** means a person licensed to perform dental services.

**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.

**SUBSCRIBER** means the person in whose name the membership under the policy is established.



**Delta Dental of Colorado  
Exclusive Panel Option (EPO)**

**City & County of Denver #6026  
2022 Copay Schedule - Custom EPO**

\*See Special Provisions on Last Page

<b>Code</b>	<b>Procedure Code Definition</b>	<b>Patient Co-Pay</b>
<b>DIAGNOSTIC CODES</b>		
D0120	Periodic oral evaluation	\$11.00
D0140	Limited oral evaluation - problem focused	\$11.00
D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver	\$11.00
D0150	Comprehensive oral evaluation - new or established patient	\$11.00
D0160	Detailed and extensive oral evaluation-problem focused, by report	\$11.00
D0180	Comprehensive periodontal evaluation - new or established patient	\$11.00
D0210	Intraoral-complete series (including bitewings)	\$0.00
D0220	Intraoral-periapical-first film	\$0.00
D0230	Intraoral-periapical-each additional film	\$0.00
D0240	Intraoral-occlusal film	\$0.00
D0270	Bitewing-single film	\$0.00
D0272	Bitewings-two films	\$0.00
D0273	Bitewings-three films	\$0.00
D0274	Bitewings-four films	\$0.00
D0277	Vertical bitewings-7 to 8 films	\$0.00
D0330	Panoramic film	\$0.00
D0460	Pulp vitality tests	\$0.00
<b>PREVENTIVE CODES</b>		
D1110	Prophylaxis-adult	\$0.00
D1120	Prophylaxis-child	\$0.00
D1206	Topical Fluoride Varnish - therapeutic application for moderate to high caries risk patients	\$0.00
D1208	Topical application of Fluoride - excluding varnish	\$0.00
D1351	Sealant-per tooth	\$0.00
D1352	Preventive Resin restoration in moderate to high caries risk patient - permanent tooth	\$0.00
D1353	Sealant Repair - Per tooth	\$0.00
D1510	Space maintainer-fixed-unilateral	\$0.00
D1516	Space maintainer-fixed-bilateral, maxillary	\$0.00
D1517	Space maintainer-fixed-bilateral, mandibular	\$0.00
D1520	Space maintainer-removable-unilateral	\$0.00
D1526	Space maintainer - removable, bilateral, maxillary	\$0.00
D1527	Space maintainer - removable, bilateral, mandibular	\$0.00

## BASIC SERVICES (Restorative Codes)

D2140	Amalgam-one surface, primary or permanent	\$23.00
D2150	Amalgam-two surfaces, primary or permanent	\$31.00
D2160	Amalgam-three surfaces, primary or permanent	\$36.50
D2161	Amalgam-four or more surfaces, primary or permanent	\$44.00
D2330	Resin-based composite-one surface, anterior	\$26.50
D2331	Resin-based composite-two surfaces, anterior	\$35.00
D2332	Resin-based composite-three surfaces, anterior	\$42.00
D2335	Resin-based composite-four or more surfaces or involving incisal angle (anterior)	\$50.50
D2391	Resin-based composite-one surface, posterior	\$32.00
D2392	Resin-based composite-two surfaces, posterior	\$48.50
D2393	Resin-based composite-three surfaces, posterior	\$68.00
D2394	Resin-based composite-four or more surfaces, posterior	\$80.50
D2520	Inlay-metallic-two surfaces	\$212.50
D2530	Inlay-metallic-three or more surfaces	\$245.50
D2543	Onlay-metallic-three surfaces	\$256.50
D2544	Onlay-metallic-four or more surfaces	\$260.50
D2710	Crown-resin-based composite (indirect)	\$177.00
D2740	Crown-porcelain/ceramic substrate	\$324.50
D2750	Crown-porcelain fused to high noble metal	\$312.50
D2751	Crown-porcelain fused to predominantly base metal	\$269.50
D2752	Crown-porcelain fused to noble metal	\$302.50
D2780	Crown-3/4 cast high noble metal	\$300.50
D2781	Crown-3/4 cast predominantly base metal	\$262.00
D2782	Crown-3/4 cast noble metal	\$295.00
D2790	Crown-full cast high noble metal	\$315.50
D2791	Crown-full cast predominantly base metal	\$268.50
D2792	Crown-full cast noble metal	\$308.00
D2910	Recement inlay, onlay or partial coverage restoration	\$14.50
D2920	Recement crown	\$16.50
D2930	Prefabricated stainless steel crown-primary tooth	\$49.50
D2931	Prefabricated stainless steel crown-permanent tooth	\$54.00
D2932	Prefabricated resin crown	\$53.00
D2933	Prefabricated stainless steel crown with resin window	\$67.00
D2940	Sedative filling	\$17.50
D2950	Core buildup, including any pins	\$47.50
D2951	Pin retention-per tooth, in addition to restoration	\$11.00
D2952	Cast post and core in addition to crown	\$65.00
D2953	Each additional cast post - same tooth	\$0.00
D2954	Prefabricated post and core in addition to crown	\$56.00
D2957	Each additional prefabricated post - same tooth	\$0.00
D2961	Labial veneer (resin laminate)-laboratory	\$153.00
D2962	Labial veneer (porcelain laminate)-laboratory	\$161.50



## BASIC SERVICES (Endodontic Codes)

D3110	Pulp cap-direct (excluding final restoration)	\$11.00
D3220	Therapeutic pulpotomy (excluding final restoration)	\$28.50
D3310	Anterior (excluding final restoration)	\$121.00
D3320	Bicuspid (excluding final restoration)	\$142.00
D3330	Molar (excluding final restoration)	\$189.00
D3346	Retreatment of previous root canal therapy-anterior	\$210.00
D3347	Retreatment of previous root canal therapy-bicuspid	\$247.50
D3348	Retreatment of previous root canal therapy-molar	\$326.50
D3410	Apicoectomy/periradicular surgery-anterior	\$125.50
D3421	Apicoectomy/periradicular surgery-bicuspid (first root)	\$138.50
D3425	Apicoectomy/periradicular surgery-molar (first root)	\$165.00
D3426	Apicoectomy/periradicular surgery (each additional root)	\$45.00
D3430	Retrograde filling-per root	\$37.50
D3450	Root amputation - per root	\$88.00

## BASIC SERVICES (Periodontic Codes)

D4210	Gingivectomy or gingivoplasty-four or more contiguous teeth or bounded teeth spaces per quadrant	\$77.00
D4211	Gingivectomy or gingivoplasty-one to three contiguous teeth or bounded teeth spaces per quadrant	\$28.50
D4212	Gingivectomy or gingivoplasty to allow access for restorative procedure, per tooth	\$28.50
D4240	Gingival flap procedure, including root planing-four or more contiguous teeth or bounded teeth spaces per quadrant	\$123.00
D4241	Gingival flap procedure, including root planing-one to three contiguous teeth or bounded teeth spaces per quadrant	\$73.50
D4260	Osseous surgery (including flap entry and closure)-four or more contiguous teeth or bounded teeth spaces per quadrant	\$312.50
D4261	Osseous surgery (including flap entry and closure)-one to three contiguous teeth or bounded teeth spaces per quadrant	\$187.00
D4263	Bone replacement graft-first site in quadrant	\$78.00
D4264	Bone replacement graft-each additional site in quadrant	\$51.50
D4277	Free soft tissue graft (including recipient and donor site) first tooth, implant or edentulous tooth position	\$136.50
D4278	Free soft tissue graft (including recipient and donor site) each additional contiguous tooth, implant or edentulous tooth position	\$68.00
D4341	Periodontal scaling and root planing-four or more teeth per quadrant	\$43.00
D4342	Periodontal scaling and root planing-one to three teeth, per quadrant	\$25.50
D4910	Periodontal maintenance	\$26.50

## MAJOR SERVICES (Prosthodontic Codes - Removable)

D5110	Complete denture, maxillary	\$384.00
D5120	Complete denture, mandibular	\$384.00
D5130	Immediate denture, maxillary	\$414.50
D5140	Immediate denture, mandibular	\$414.50
D5211	Maxillary partial denture-resin base (including retentive/clasping materials, rests and teeth)	\$267.50
D5212	Mandibular partial denture-resin base (including retentive/clasping materials, rests and teeth)	\$267.50

D5213	Maxillary partial denture-cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$400.50
D5214	Mandibular partial denture-cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$400.50
D5221	Immediate maxillary partial denture – resin base	\$262.00
D5222	Immediate mandibular partial denture – resin base	\$262.00
D5223	Immediate maxillary partial denture – cast metal framework with resin denture bases	\$364.00
D5224	Immediate mandibular partial denture – cast metal framework with resin denture bases	\$364.00
D5410	Adjust complete denture, maxillary	\$18.50
D5411	Adjust complete denture, mandibular	\$18.50
D5421	Adjust partial denture, maxillary	\$17.50
D5422	Adjust partial denture, mandibular	\$17.50
D5511	Repair broken complete denture base, mandibular	\$44.00
D5512	Repair broken complete denture base, maxillary	\$44.00
D5520	Replace missing or broken teeth-complete denture (each tooth)	\$37.50
D5611	Repair resin partial denture base, mandibular	\$39.50
D5612	Repair resin partial denture base, maxillary	\$39.50
D5621	Repair cast partial framework, mandibular	\$51.50
D5622	Repair cast partial framework, maxillary	\$51.50
D5630	Repair or replace broken retentive clasping materials per tooth	\$53.00
D5640	Replace broken teeth-per tooth	\$36.50
D5650	Add tooth to existing partial denture	\$43.00
D5660	Add clasp to existing partial denture	\$54.00
D5710	Rebase complete maxillary denture	\$155.00
D5711	Rebase complete mandibular denture	\$155.00
D5720	Rebase maxillary partial denture	\$119.00
D5721	Rebase mandibular partial denture	\$119.00
D5730	Reline complete maxillary denture (chairside)	\$61.50
D5731	Reline complete mandibular denture (chairside)	\$61.50
D5740	Reline maxillary partial denture (chairside)	\$56.00
D5741	Reline mandibular partial denture (chairside)	\$56.00
D5750	Reline complete maxillary denture (laboratory)	\$110.00
D5751	Reline complete mandibular denture (laboratory)	\$110.00
D5760	Reline maxillary partial denture (laboratory)	\$102.50
D5761	Reline mandibular partial denture (laboratory)	\$102.50
D5850	Tissue conditioning, maxillary	\$28.50
D5851	Tissue conditioning, mandibular	\$28.50
MAJOR SERVICES (Prosthetic Codes - Fixed)		
D6210	Pontic-cast high noble metal	\$301.50
D6211	Pontic-cast predominantly base metal	\$275.00
D6212	Pontic-cast noble metal	\$280.50
D6240	Pontic-porcelain fused to high noble metal	\$303.50
D6241	Pontic-porcelain fused to predominantly base metal	\$265.00
D6242	Pontic-porcelain fused to noble metal	\$295.00
D6545	Retainer-cast metal for resin bonded fixed prosthesis	\$110.00
D6750	Crown-porcelain fused to high noble metal	\$308.00

D6751	Crown-porcelain fused to predominantly base metal	\$276.00
D6752	Crown-porcelain fused to noble metal	\$295.00
D6780	Crown-3/4 cast high noble metal	\$299.00
D6790	Crown-full cast high noble metal	\$311.50
D6791	Crown-full cast predominantly base metal	\$281.50
D6792	Crown-full cast noble metal	\$292.50
D6930	Recement fixed partial denture	\$36.50

## BASIC SURGERY (Oral Surgery Codes)

D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal) Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth	\$24.00
D7210	Removal of impacted tooth-soft tissue	\$47.50
D7220	Removal of impacted tooth-partially bony	\$53.00
D7230	Removal of impacted tooth-completely bony	\$66.00
D7240	Removal of impacted tooth-completely bony, with unusual surgical complications	\$77.00
D7241	Surgical removal of residual tooth roots (cutting procedure)	\$110.00
D7250	Coronectomy - intentional partial tooth removal	\$46.00
D7251	Biopsy of oral tissue-hard (bone, tooth)	\$93.50
D7285	Biopsy of oral tissue-soft (all others)	\$64.00
D7286	Alveoloplasty in conjunction with extractions-per quadrant	\$39.50
D7310	Alveoloplasty not in conjunction with extractions-per quadrant	\$37.50
D7320	Removal of lateral exostosis (maxilla or mandible)	\$54.00
D7471	Removal of torus palatinus	\$75.00
D7472	Removal of torus mandibularis	\$75.00
D7473	Incision and drainage of abscess-intraoral soft tissue	\$75.00
D7510	Buccal/Labial Frenectomy or Frenulectomy	\$27.50
D7961	Lingual Frenectomy or Frenulectomy	\$56.00
D7962		\$56.00

## ORTHODONTIC CODES

D8010	Limited orthodontic treatment of the primary dentition	\$660.00
D8020	Limited orthodontic treatment of the transitional dentition	\$825.00
D8030	Limited orthodontic treatment of the adolescent dentition	\$924.00
D8040	Limited orthodontic treatment of the adult dentition	\$1,028.50
D8050	Interceptive orthodontic treatment of the primary dentition	\$803.00
D8060	Interceptive orthodontic treatment of the transitional dentition	\$907.50
D8070	Comprehensive orthodontic treatment of the transitional dentition	\$1,853.50
D8080	Comprehensive orthodontic treatment of the adolescent dentition	\$1,958.00
D8090	Comprehensive orthodontic treatment of the adult dentition	\$2,178.00
D8210	Removable appliance therapy	\$198.00
D8220	Fixed appliance therapy	\$262.00
D8660	Pre-orthodontic treatment visit	\$38.50
D8670	Periodic orthodontic treatment visit	\$9,999.00
D8680	Orthodontic retention (removal of appliances, construction and placement of retainer(s))	\$234.50

MISCELLANEOUS CODES

D9110	Palliative (emergency) treatment of dental pain-minor procedures	\$20.00
D9120	Fixed partial denture sectioning	\$10.00
D9222	Deep sedation/general anesthesia - first 15 minutes	\$29.50
D9223	Deep Sedation/general anesthesia - each subsequent 15 minute increment	\$29.50
D9230	Analgesia, anxiolysis, inhalation of nitrous oxide	\$9.00
D9239	Intravenous moderate (conscious) sedation/analgesia - first 15 minutes	\$33.00
D9243	Intravenous moderate (conscious) sedation/analgesia - each subsequent 15 minutes	\$33.00
D9310	Consultation (diagnostic service provided by dentist or physician other than practitioner providing treatment)	\$15.50

\*Special Provisions

Services MUST be performed by a Delta Dental PPO provider in order to be payable under this program.

Services are subject to the limitations, exclusions, and governing policies of the program.

The submitted fee for any procedure NOT LISTED above is the responsibility of the patient.

General or orthodontic plan maximums may apply. Refer to the member's benefit information for details.

## CONTACT US

**Visit Delta Dental's Website at:**  
[www.deltadentalco.com](http://www.deltadentalco.com)

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

### **Delta Dental of Colorado**

PO Box 173803  
Denver, CO 80217

#### **Customer Service:**

1-800-610-0201  
[customer\\_service@ddpco.com](mailto:customer_service@ddpco.com)



**Delta Dental of Colorado  
PO Box 173803  
Denver, Colorado 80217**

**DELTA DENTAL BENEFITS CONTRACT**

The parties of this Contract are CITY AND COUNTY OF DENVER, herein called the "Group," "Applicant," or "Employer" and Delta Dental of Colorado, herein called "Delta Dental." 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 first day of January, 2022 for a five-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.

**DECLARATIONS PAGE**

**Group:** CITY AND COUNTY OF DENVER- EPO

**Type of Contract:** Delta Dental PPO Exclusive Panel Option (EPO)

**Group Number:** # 6026

**Contract Group Effective Date:** January 1, 2022

**Contract Anniversary Date:** January 1<sup>st</sup>

**SCHEDULE OF BENEFITS  
(Who Pays What)**

	<b>Delta Dental PPO™ Provider</b>	<b>*Delta Dental Premier® &amp; Non-Participating Providers</b>
<b>Covered Services</b>	<b>Plan Pays</b>	<b>Plan Pays</b>
<b>Diagnostic &amp; Preventive Services</b>		
Oral Exams and Cleanings	<b>Payment is based on Appendix A – Patient Co-Payment (6026)</b>	<b>NA</b>
X-Rays		
Sealants		
Fluoride Treatment		
<b>Basic Services</b>		
Basic Restorative (Fillings)	<b>Payment is based on Appendix A – Patient Co-Payment (6026)</b>	<b>NA</b>
Oral Surgery		
Endodontics (Root Canal Therapy)		
Periodontics (Gum Disease Treatment)		
<b>Major Services</b>		
Prosthodontics (Dentures, Bridges)	<b>Payment is based on Appendix A – Patient Co-Payment (6026)</b>	<b>NA</b>
Special Restorative Crowns, and Onlays		
<b>Orthodontic Services</b>		
Orthodontics (all ages)	<b>Payment is based on Appendix A – Patient Co-Payment (6026)</b>	<b>NA</b>

**\*Services provided by a non-PPO Participating Dentist are not a covered benefit.**

**Age**

<b>Type</b>	<b>Age Limit</b>	<b>Coverage Thru</b>
Dependent Child	26	Month

**Deductible:** None

**Annual Maximum:** None

## 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. New hires must enroll himself or herself and any eligible dependents within 31 days of their date of employment. No other enrollment is permitted unless a qualified status change has occurred under the Health Insurance Portability and Accountability Act of 1996 and must occur within 31 days of the qualified status change.

### 1-1-2022 through 12-31-2022

#### Rate Coverage

Coverage Tier	Admin Fee
PER MONTH PER SUBSCRIBER	\$ 2.87

### 1-1-2023 through 12-31-2024

#### Rate Coverage

Coverage Tier	Admin Fee
PER MONTH PER SUBSCRIBER	\$ 2.99

### 1-1-2025 through 12-31-2026

#### Rate Coverage

Coverage Tier	Admin Fee
PER MONTH PER SUBSCRIBER	\$ 3.09

This Service Fee is contingent upon total enrollment of all eligible primary subscribers, in accordance with the eligibility provisions in Article I. Should enrollment vary by 10% or more, Delta Dental reserves the right to recalculate the Service Fee based upon actual enrollment. The change in Service Fee would not become effective until the next contract anniversary. If a recalculation becomes necessary, multiple-year contracts will be replaced with a new agreement based upon the new enrollment.


The Service is due the first day of each month, and as further described in Article VII. The Monthly Claims Reimbursement Due Date is the 2nd, 12th, and 22nd day or the last business day closest to such date of each month and as further described in Article VII.



**Riders or Appendices Attached**

**Countersigned:**

**Delta Dental of Colorado**

A handwritten signature in black ink that reads "Mark Thompson". The signature is written in a cursive style with a large initial 'M'.

**Signature**

July 16, 2021

**Date**

**Accepted:**

**CITY AND COUNTY OF DENVER- EPO - # 6026**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

# **Delta Dental of Colorado Group Dental Plan**

## **CONTACT US**

**Visit Delta Dental's Website:  
[www.deltadentalco.com](http://www.deltadentalco.com)**

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

**Delta Dental of Colorado  
PO Box 173803  
Denver, CO 80217**

**Customer Service:  
1-800-610-0201  
[customer\\_service@ddpco.com](mailto:customer_service@ddpco.com)**

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## ARTICLE I. ELIGIBILITY

**1.01 ELIGIBILITY.** Subject to eligibility rules set forth in Section 1.02 below and/or on the Declarations Page. They may also enroll during an Open Enrollment period if offered by the employer.

- a) **BECOMING COVERED.** Delta Dental must receive enrollment data for each Subscriber in a format acceptable to Delta Dental. The enrollment data must be received within 31 days of a Subscriber or Dependent's enrollment. The enrollment data must include the Subscriber's address, gender, social security number, date of birth, and member effective date. If the Subscriber chooses to enroll Dependents, each Dependent's name (including surname if different from Subscriber's), relationship to the Subscriber, address, gender, Social Security number, and date of birth must be submitted.
  - A Subscriber not enrolled in the Plan may not enroll Dependents.
- b) **ENROLLMENT TYPE.** The Group's enrollment type is Open Enrollment. A Subscriber who fails to enroll within the period described in Article I, Section 1.01(a) may enroll at the next Open Enrollment.
- c) **MAINTAINING COVERAGE.** The Group will give Delta Dental a list of any Plan additions, changes, or terminations on or before the first day of each month. Delta Dental is not required to provide Benefits for a Subscriber or Dependent not on the list or for whom the monthly Premium is not paid.

**1.02 SUBSCRIBER ELIGIBILITY (OPEN ENROLLMENT).** Subscribers may enroll within 31 days of the date they first become eligible.

- a) Eligible Subscribers who do not enroll as described above may enroll during Open Enrollment. Eligible Subscribers who enroll and later drop the Plan may enroll only during Open Enrollment.
- b) Eligible Subscribers who lose coverage through another source may enroll with proof of loss. (Loss of coverage is defined as loss due to death, divorce, job loss, or termination of benefits by the employer.) They must enroll within 31 days of the loss of coverage.

**1.03 DEPENDENT ELIGIBILITY (OPEN ENROLLMENT).** Dependents of an eligible Subscriber may enroll within 31 days of the following:

- The date the Subscriber becomes eligible to enroll. The effective date is that of the Subscriber.
- New Dependents must be enrolled within 31 days and will be covered the first of the following month. Newborns and adopted children will be covered on the date of birth or date of placement for adoption.
- The date the Contract is amended to provide Dependent coverage. The Plan becomes effective on the first day of the month following this change.

- a) New Dependents must be added within 31 days. If not added during this time, the Dependent can be added during the Open Enrollment period.
- b) Eligible Dependents who do not enroll as described above may enroll only during the Open Enrollment period. Dependents who enroll and later drop the Plan may enroll only during Open Enrollment.
- c) Eligible Dependents who lose coverage through another source may enroll with proof of loss. (Loss of coverage is defined as loss due to death, divorce, loss of job, or termination of benefits by the employer.) They must enroll within 31 days of the loss.

**1.04 TERMINATION OF COVERAGE.** A Member's Plan will terminate at the earliest of:

- The date Delta Dental receives a written request to cancel;
- The date the Subscriber is not eligible for coverage;
- The date the Contract terminates;
- The end of the period for which Premium is paid;
- The date the Member 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 Member is no longer eligible.

**Family and Medical Leave ACT (FMLA)**

If coverage ends during an employer-approved FMLA leave, coverage may be reinstated upon return to work within the terms of the FMLA leave. Pre-existing conditions, limitations, and other waiting periods will not be imposed unless they were in effect for the Subscriber and/or his or her Dependents when coverage terminated.

**1.05 INVOLUNTARY LOSS OF COVERAGE DUE TO STRIKE, LEAVE OF ABSENCE, OR LAYOFF.** If a Subscriber loses coverage due to strike, layoff, or leave of absence and returns to work within six months, he may re-enroll on the first day of the month after his return to work. If the absence exceeds six months, he will be treated as a new Subscriber. Contract provisions relating to the Deductible, Coinsurance, Contract Year Maximum, and Waiting Periods, if any, will apply as to new coverage. The following exception applies:

Delta Dental of Colorado complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Subscribers called to active duty may enroll as if there had been no leave of absence if they are still in an Eligible Class of Subscriber when they return to work. USERRA allows Subscribers to elect continuation of coverage when coverage would terminate due to an absence to serve in the uniformed services.

Services received by a person who is not eligible due to leave of absence are not covered unless the person elects continued coverage as provided in Article VIII or according to USERRA where applicable.

**1.06 INVOLUNTARY LOSS OF "OTHER COVERAGE."** A person who loses dental coverage from another source will be allowed to enroll with proof of the loss. (Loss of coverage is defined

as loss due to death, divorce, loss of job, or termination of benefits by the employer.) The person must enroll within 31 days of the loss. Coverage will begin the first day of the month following enrollment.

- 1.07 VOLUNTARY TERMINATION OF COVERAGE (OPEN ENROLLMENT).** A Subscriber who cancels their Plan may only re-enroll at the next Open Enrollment.
- 1.08 REVIEW OF RECORDS.** Applicant will permit Delta Dental, with advance written notice, to inspect records of Applicant in order to confirm the lists of Members prepared by Applicant. Delta Dental may verify Applicant's compliance with Article VII. Delta Dental may use auditors or other agents for this purpose.

## **ARTICLE II. HOW TO ACCESS YOUR SERVICES AND OBTAIN APPROVAL OF BENEFITS**

- 2.01 PARTICIPATING PROVIDERS.** Delta Dental will make reasonable efforts to provide Applicant a list of Participating Providers. The list may be provided in different formats. The Providers may change from time to time, and Delta Dental reserves the right to change the list without prior notice to the Applicant.

Neither Delta Dental nor Applicant is liable for any act or omission by Providers or their agents or employees who provide or contract to provide dental Services under this Contract. Providers 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 Provider. Delta Dental will not be responsible for any claim or demand for damages arising out of any injuries suffered by a Member while receiving care from any Participating Provider or in any Participating Provider's facilities.

- 2.02 HOW TO FIND A PROVIDER.** There are two easy ways for Members to find out if a Provider is a Delta Dental PPO Provider.
- **Visit our website at [www.deltadentalco.com](http://www.deltadentalco.com)** or
  - **Phone our automated call center at 1-800-610-0201.**

The network is subject to change. Please check on the status of your Provider before your next treatment.

- 2.03 AVAILABILITY OF PROVIDER.** A Member may elect the Service of any licensed Provider, but neither Delta Dental nor Applicant guarantees the availability of any Provider.
- 2.04 APPROVAL OF BENEFITS.** Members need not obtain approval before being treated. Before starting treatment that may cost \$400 or more, Members should request an estimate from Delta Dental. Pre-treatment estimates are not required.

**ARTICLE III. BENEFITS AND COVERAGE  
(What is Covered)**

Subject to the limitations and exclusions included in this Contract, the Completed dental Services are Benefits when provided by a Provider (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 policies.

**DIAGNOSTIC & PREVENTIVE SERVICES**

**Diagnostic:** Certain services performed to assist the Provider in evaluating the existing conditions and determining the dental care required.

**Preventive:** Certain services performed to prevent the occurrence of dental abnormalities or disease.

PROCEDURE	BENEFIT DESCRIPTION
<b>Oral Exam (all exam types, except Limited Oral Exam — Problem Focused)</b>	Two exams in a calendar year are covered. There is no separate benefit for diagnosis, treatment planning, or consultation by the treating Provider.
<b>Bitewing X-rays</b>	Covered once in a calendar year or limited to the allowance for a full-mouth survey.
<b>Full-mouth Survey or Panoramic X-ray</b>	Covered once in a 60-month period.
<b>Individual Periapical X-rays Intraoral Occlusal X-rays</b>	Limited to the allowance for a full-mouth survey.
<b>Extra oral X-rays</b>	Covered twice in a calendar year for Extraoral 2D Protection Radiographic Images or Extraoral Posterior Dental Radiographic Images or limited to the allowance for a full-mouth survey.
<b>Dental Cleaning</b>	Two cleanings or any procedure that includes any component of a cleaning in a calendar year are covered. For those with any condition(s) listed below, two additional cleanings (or any procedure that includes cleaning) will be provided during a calendar year. <ul style="list-style-type: none"> <li>• Diabetes with documented gum conditions,</li> <li>• Pregnancy with documented gum conditions,</li> <li>• Cardiovascular disease with documented gum conditions,</li> <li>• Kidney failure with dialysis, and</li> <li>• Suppressed immune system due to chemotherapy or radiation treatment, HIV Positive status, Organ Transplant or stem cell (bone marrow) transplant.</li> </ul>

<b>Sealants or Preventive Resin Restoration</b>	Covered one time per tooth in a 36-month period. Allowed for the occlusal (chewing) surface of decay-free unrestored permanent molars. Covered for Dependent Children through age 14. There is no separate benefit for preparation of the tooth or any other procedure associated with the sealant application.
<b>Fluoride Treatment</b>	Covered twice per calendar year for Dependent Children through age 15.
<b>Caries Risk Assessment</b>	Covered once per calendar year. Not covered under age 3.
<b>Space Maintainer</b>	Covered once per quadrant per lifetime through age 13 to maintain space left by prematurely lost baby back teeth.
<b>Palliative Treatment</b>	Covered as a separate benefit only if no other service is provided during the visit except an exam and/or X-rays.
<b>Oral Pathology Lab Procedures</b>	Covered with a pathology report.

**Basic Restorative:** Fillings and preformed shell crowns, for treatment of tooth decay that results in visible destruction of hard tooth structure or loss of tooth structure due to fracture.

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
<b>Amalgam Fillings (silver fillings) and Composite Resin (white plastic) Fillings</b>	Multiple fillings on one surface will be paid as a single filling. Replacement of an existing filling is allowed if at least 12 months have passed since the existing filling was placed.
<b>Interim Therapeutic Restoration</b>	Covered once per tooth per lifetime for baby teeth.
<b>Protective Filling</b>	Covered once per 12-month period per tooth for emergency relief of pain if no other restorative service is performed on the same tooth on the same date.
<b>Pin Retention</b>	Covered with a basic (amalgam or composite) filling. A benefit one time per filling.
<b>Stainless Steel Crowns Resin Crowns</b>	Covered once per 12-month period per tooth when that tooth cannot be restored by a filling.

### **ENDODONTIC SERVICES**

**Endodontic:** Certain services for treatment of non-vital tooth pulp resulting from disease or trauma.

<b>Therapeutic Pulpotomy</b>	Covered once per tooth per lifetime for baby teeth.
<b>Root Canal Therapy</b>	Covered once per tooth. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Repeat Root Canal Therapy</b>	Covered if at least 24 months have passed since the first root canal procedure on the same tooth was performed. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Apexification/Recalcification (apical closure/calcific repair)</b>	Covered once per tooth per lifetime. A course of treatment includes initial, interim, and final visits. Includes working and



<b>of perforations, root resorption, etc.)</b>	final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Apicoectomy</b>	Covered once per root per 24 months. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Retrograde Filling (per root)</b>	Covered once per root per 24-month period. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Root Amputation (per root)</b>	Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
<b>Hemisection (includes any root removal)</b>	Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.

### **PERIODONTIC SERVICES**

**Periodontic:** Certain services for treatment of gum tissue and bone supporting teeth.

<b>Periodontal Scaling and Root Planing — Per Quadrant</b>	Covered once per quadrant per 24-month period. If less than a full quadrant meets criteria for coverage, benefits will be based on the fee for a partial quadrant.
<b>Periodontal Maintenance Procedures Following Active Therapy</b>	Periodontal maintenance procedures, in combination with adult and Dependent Child cleanings or scaling in the presence of gingival inflammation procedures, are limited to four per calendar year.
<b>Crown Lengthening — Hard Tissue, by Report</b>	Included when performed on the same date as surgery to bone structures, crown preparation, or other restoration. Benefits are based on clinical review and limited to once in 36 months.
<b>Osseous Surgery, Gingivectomy, Gingival Flap Procedure, Guided Tissue Regeneration (includes surgery and re-entry), Pedicle Soft Tissue Graft, Free Soft Tissue including donor site</b>	Periodontal surgical procedures are covered once per quadrant per 36-month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Includes local anesthesia and routine post-operative care. Benefits are based on clinical review.

**ORAL SURGERY SERVICES**

**Oral Surgery:** Extractions and certain other surgical services and associated covered anesthesia and/or related covered services.

<b>Extractions — Coronal Remnants Deciduous Tooth, Erupted Tooth, Exposed Root, Surgical Extractions of Teeth or Tooth Roots</b>	Includes local anesthesia and routine post-operative care.
<b>Oral Surgery Services</b>	Includes but not limited to fistula closure, sinus perforation closure, tooth reimplantation, surgical access to expose teeth, biopsies, soft-tissue lesion removal, excision of bone tissue, excision of hyperplastic gum tissue, surgical incisions, and cyst removal. Includes local anesthesia and routine post-operative care. Benefits are based on clinical review.
<b>Alveoloplasty</b>	Included when performed on the same date as extractions and includes local anesthesia and routine post-operative care.

**PAIN MANAGEMENT SERVICES**

<b>General Anesthesia, Analgesia (Nitrous Oxide), I.V. Sedation</b>	Only one type of anesthesia procedure per date of service is allowed as a separate benefit when provided for covered Oral Surgery procedures.
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**ADJUSTMENT AND REPAIR SERVICES**

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
<b>Re-cement Crowns, Inlays, and Onlays</b>	Covered after six months from initial insertion and once per lifetime per Provider/Provider's office.
<b>Repairs to Crowns</b>	Benefits based on clinical review.
<b>Re-cement Fixed Bridges</b>	Covered after six months from initial insertion of fixed bridge and once per lifetime per Provider/Provider's office.
<b>Repairs to Fixed Bridges</b>	Benefits based on clinical review.

**DENTURE ADJUSTMENT, REPAIR, RELINE, AND REBASE SERVICES**

<b>Denture Adjustments</b>	Covered after six months from the insertion of the full or partial denture, and then not more than two adjustments per appliance per 12-month period.
<b>Repairs to Full and Partial Dentures</b>	Covered after six months from the insertion of the full or partial appliance.
<b>Tissue Conditioning per Denture</b>	Covered twice per 36-month period per appliance.
<b>Relining Dentures or Rebasement Dentures</b>	Relining or rebasing is covered at least six months after the initial insertion of a full or partial denture and then not more than once per 36-month period per appliance.

**INLAY, ONLAY, VENEER, AND CROWN SERVICES**

**Special Restorative:** Buildups (which may or may not include a post) and laboratory-processed restorations (crowns, onlays, veneers) for treatment of tooth decay that results in visible destruction of hard tooth structure or loss of tooth structure due to fracture, which cannot be restored with amalgam or composite restorations.

<b>Inlays</b>	An Alternate Benefit allowance for an amalgam filling will be made for the same number of surfaces. Any difference in fee is chargeable to the patient. It will be covered at the amalgam filling allowance only if 60 months have passed since the last placement. Not covered for Dependent children under age 12.
<b>Onlays, Crowns (single unit), Veneers</b>	Covered once per 60-month period for the same tooth. Not covered under age 12. Benefits based on clinical review.
<b>Core (Crown) Buildup including any Pins, Post and Core</b>	Covered when needed to retain a special restorative service or prosthodontic service and only when need is due to extensive loss of tooth structure caused by decay or fracture. Post and core is covered only for endodontically treated teeth. Covered only if 60 months have passed since the last buildup or post and core procedure for the same tooth. Not covered for Dependent children under age 12. Benefits based on clinical review.

**PROSTHODONTIC SERVICES**

**Prosthodontics:** Services for construction or repair of fixed partial dentures (bridges), cast or acrylic removable partial dentures, acrylic complete dentures, and removable temporary partial dentures to replace completely extracted or avulsed natural teeth.

<b>Fixed Bridges</b>	Covered once per 60-month period per individual unit and only if 60 months have passed since the last special restorative, prosthodontic, or implant benefit for the same tooth/teeth. Not covered for Dependent children under age 16.
<b>Full Dentures</b>	Covered once per 60-month period per arch. Not covered within 60 months of benefit for a partial denture in the same arch. Personalized denture procedures, overdentures, or associated procedures are not covered.
<b>Partial Dentures</b>	Covered once per 60-month period per arch. Includes any clasps and rests and all teeth. Metal-based partial dentures are not covered under age 16.
<b>Temporary Removable Partial Dentures</b>	Payable for children 16 years of age or under for missing anterior permanent teeth.

**ORTHODONTIC SERVICES**

PROCEDURE	BENEFIT DESCRIPTION
<b>Orthodontic Treatment</b>	Orthodontics are defined as the services provided by a licensed Provider involving orthognathic surgery or appliance therapy for movement of teeth and post-treatment retention for treatment of malalignment of teeth and/or jaws including any related interceptive services.
<b>Limitations on Orthodontic Benefits</b>	<p>a) No benefits will be provided for:</p> <ul style="list-style-type: none"> <li>• Replacement or repair of appliances.</li> <li>• Orthodontic care provided in the treatment of periodontal cases or cases involving treatment or repositioning of the temporomandibular joint or related conditions.</li> </ul> <p>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.</p> <p>c) The initial orthodontic benefit payment for a comprehensive treatment plan of 13 months or more will be made in two payments. The first payment will be issued at time of banding or insertion. The second payment will be issued 12 months later. The final payment will be reduced by any other orthodontic benefits issued that applied to the orthodontic plan maximum. Only members eligible in the plan 12 months after initial banding or insertion will receive the final payment.</p> <p>d) The orthodontic payment benefit for treatment plans 12 months or less will be made in one payment at time of banding or insertion. This payment will be reduced by any other orthodontic benefits issued that applied to the plan's orthodontic maximum.</p> <p>e) For comprehensive orthodontic treatment in progress that began prior to eligibility in the plan, periodic payments will be reduced using applicable processing policies.</p>

**ARTICLE IV. LIMITATIONS/EXCLUSIONS**  
**(What is Not Covered and Pre-Existing Conditions)**

**LIMITATIONS**

- a) Alternate Benefits — Often more than one service or supply can be used for treatment. In deciding the amount allowed on a claim, plan will consider other materials and methods of treatment. Payment will be limited to the Covered Amount for the least costly covered service that meets accepted standards of dental care as determined by Delta Dental. The covered person and their Provider may decide on a more costly treatment. Delta Dental will pay toward the cost of the selected procedure using the Coinsurance level shown on the Schedule of Benefits. Payment will be limited to the Covered Amount for the least costly treatment. **Only covered services are eligible to receive alternate benefits.**
- b) Temporary services will be covered as part of the final service. The benefit allowed for such service and the final service is limited to the benefit allowed for the final service.
- c) Plan will pay procedures performed at the same time and as part of a primary procedure at the amount allowed for the primary procedure.
- d) Services are covered when provided by a person legally permitted to perform such services and are determined to be necessary and appropriate. Benefits will be based on the terms of this plan and Delta Dental's Processing Policies, even if no monies are paid.
- e) Pre- and post-operative procedures are considered part of any associated covered service. Benefit will be limited to the Covered Amount for the covered service.
- f) Local anesthesia is considered part of any associated covered service. Benefit will be limited to the Covered Amount for the covered service.
- g) The Covered Amount for a covered service Started but not Completed will be limited to the amount determined by Delta Dental.
- h) Allowance for an assistant surgeon, when determined by Delta Dental to be a covered service, will not exceed 20% of the surgeon's fee for the same covered service.
- i) Services related to another category of covered services may be covered at the same percentage as the related category of covered services.
- j) Covered services will not be compensated when delivered in response to injuries or conditions that are covered under worker's compensation or employer's liability laws.
- k) Covered services will not be compensated when provided by any federal or state agency.
- l) Covered services provided without cost by any city, county, or other political subdivision will not be compensated.
- m) Covered services for which the person would not have to pay if not insured—such as those delivered to a family member or employee of the Provider—will not be compensated.
- n) Any covered service Started when the person was not covered under this contract will not be compensated. This includes any service Started during an applicable waiting period.
- o) Any covered service provided primarily for cosmetic purposes will not be compensated, except where an Alternate Benefit will be provided as set forth in this contract.
- p) Porcelain or resin fused to metal for crowns or bridge units after the first molar are considered cosmetic. The allowance will be limited to the least costly covered service that meets accepted standards of dental care as determined by Delta Dental, and the patient is responsible for the remainder of the Provider's approved fee.
- q) Covered services to treat tooth structure lost from wear, erosion, attrition, abrasion, or abfraction will not be compensated.

- r) Covered services will not be compensated when delivered as a result of improper alignment, occlusion, or contour.
- s) Covered services related to periodontal stabilization of teeth (splinting) will not be compensated.
- t) Covered services will not be compensated when the patient's oral health will not improve due to an underlying condition.
- u) Covered services will not be compensated when provided in anticipation of future need (**except** covered preventive services).
- v) Covered services for grafting procedures will not be compensated when completed in the mouth where teeth are not present.
- w) Covered services for grafts of tissues from outside the mouth into the mouth will not be compensated.
- x) Covered services not performed in accordance with Colorado state law will not be compensated.
- y) Covered services will not be compensated if administered by any person other than a person licensed to perform them.
- z) Covered services to treat any condition, other than an oral or dental disease, abnormality, or condition will not be compensated.
- aa) Covered services to replace lost, stolen, or damaged items will not be compensated.
- bb) Covered services to repair items altered by someone other than a Provider will not be compensated.
- cc) Covered services for which charges would not have been made but for this coverage, except for services as provided under Medicaid, will not be compensated.
- dd) Covered services will not be compensated when delivered as a result of self-injury.
- ee) Covered Services for any grafting procedure when done in the same site as a tooth extraction, apicoectomy, or hemisection (except bone grafting specific to implant placement if noted in covered services) will not be compensated.
- ff) Covered Services for bone graft, biologic materials, tissue regeneration with periradicular surgery and any related services will not be compensated.
- gg) Covered services provided for treatment of teeth retained in relation to an overdenture will not be compensated.
- hh) Any prosthodontic service provided within 60 months of special restorative services involving the same teeth will not be compensated.
- ii) Any special restorative service provided within 60 months of fixed prosthodontic services involving the same teeth will not be compensated.
- jj) Fixed and removable prosthodontic appliances (bridges and partials) will not be compensated in the same arch except when the fixed denture (bridge) replaces front teeth.

## EXCLUSIONS

- a) Athletic mouth guards, occlusal guards, and jaw-function services, bite registration or analysis, or any related services.
- b) Conscious sedation and other patient management services.
- c) Charges for prescribed drugs.
- d) Any Experimental or Investigational treatment.
- e) Hospital costs or any charges for use of any facility.
- f) House/extended care facility call, hospital, or ambulatory surgical center call.
- g) Interim complete dentures.
- h) Implant/abutment supported interim fixed denture for edentulous arch.
- i) Therapy for speech or the function of the tongue or face.
- j) Coping used as a definitive restoration.
- k) Anatomical crown exposure and any related services.
- l) Pulpal regeneration and any related services.
- m) Connector bar or pediatric partial denture and any related services.
- n) Any orthodontic services not specifically included in Covered Services, above.
- o) Treatment of any temporomandibular joint (TMJ) problems, including facial pain or any related conditions. Any related diagnostic, preventive, or treatment services.
- p) Tomographic survey.
- q) 3D photographic images.
- r) Image capture and/or interpretation for cone beam, MRI, ultrasound, sailoendoscopy.
- s) Implant index.
- t) Sample collection.
- u) Any vestibuloplasty.
- v) Any maxillofacial prosthetics services.
- w) Any surgical repositioning of teeth, osteoplasty, osteotomy, LeFort procedures.
- x) Any complicated suturing and reconstruction services.
- y) Any transplantation or re-implantation services.
- z) Any placement of temporary anchorage device.
- aa) Any harvest of bone.
- bb) Any corticotomy.
- cc) Precision attachment and any related services.
- dd) Repair or relin of occlusal guard and any other related services.
- ee) Teaching services.
- ff) Completion of forms. Providing diagnostic information. Copying of records. Sales tax. Translation services.
- gg) Missed/cancelled appointment charges.
- hh) Preventive and plaque-control programs, including home care items.
- ii) Provisional splinting.
- jj) Internal and external bleaching.
- kk) Any services not included in Covered Services.

## ARTICLE V. MEMBER PAYMENT RESPONSIBILITY

To receive any benefits under This Plan, a Member must pay Deductibles and Coinsurance. Members will also be responsible for paying amounts above the annual maximum, Service-related maximums, and all charges for Services not covered under This Plan. Members may also be responsible for some part of the premium as determined by the Group.



**ARTICLE VI. CLAIMS PROCEDURE  
(How to File a Claim)**

- 6.01 PAYMENT OF CLAIMS.** Covered Services will not include, and payment will not be made for claims for dental Services not listed in this Contract and any appendix, amendment, or rider. Claims submitted to Delta Dental must use terms of the American Dental Association Current Dental Terminology (Code on Dental Procedures and Nomenclature).
- 6.02 PRE-TREATMENT ESTIMATE.** Before beginning a course of treatment, a description of that course of treatment may be submitted to Delta Dental. Delta Dental will provide an estimate of the benefits for the planned course of treatment. Delta Dental does not require pre-treatment estimates. However, Delta Dental offers this Service in order to allow for treatment planning.
- 6.03 CLAIMS FROM NON-PARTICIPATING PROVIDERS.** Payment for Completed Covered Services from a Non-Participating Provider will be based on the Non-Participating Maximum Plan Allowance. The Member will be responsible for the difference between any Plan reimbursement and the full cost of Service.
- 6.04 CLAIMS FROM PARTICIPATING PROVIDERS.** Payment for Completed Covered Services provided by a Participating Provider will be made directly to the Provider. For Covered Services, Members do not have to pay any amount above what Delta Dental allows. For PPO Participating Providers, the amount Delta Dental allows is set forth in the PPO Schedule of Allowances. If the Participating Provider charges more for a Service than Delta Dental allows, that amount is not chargeable to the patient.
- 6.05 TIME FRAME FOR SUBMISSION OF CLAIM.** Delta Dental will not pay claims submitted more than 12 months after the date the Service is Completed. If a Participating Provider failed to submit a claim within this time, the Member will not be liable for the amount that Delta Dental would have paid.
- 6.06 COORDINATION OF BENEFITS.** This coordination of benefits (COB) provision applies when a person has health care coverage under more than one Plan. Plan is defined below.

The order-of-benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable Expense.

- 6.06.01 DEFINITIONS.** Coordination of Benefits means taking into account other Plans when paying Benefits.

**Allowable Expense** is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering a Member. When a Plan provides benefits in the form of Services, the reasonable cash value of each Service will be considered an Allowable Expense and a Benefit paid. An expense that is not covered

by any Plan covering the Member is not an Allowable Expense. In addition, any expense that a Provider by law or in accordance with a contractual agreement is prohibited from charging a Member is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

- (1) If a Member is covered by two or more Plans that compute their Benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.
- (2) If a Member is covered by two or more Plans that provide Benefits or Services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
- (3) If a Member is covered by one Plan that calculates its Benefits or Services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its Benefits or Services on the basis of negotiated fees, the primary Plan's payment arrangement shall be the Allowable Expense for all Plans. However, if the provider has contracted with the Secondary Plan to provide the Benefit or Service for a specific negotiated fee or payment amount that is different than the primary Plan's payment arrangement and if the Provider's contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.
- (4) The amount of any benefit reduction by the Primary Plan because a covered Member has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of Plan provisions include second surgical opinions, precertification of admissions, and preferred Provider arrangements.

**Claim Determination Period** is usually a calendar year, but a Plan may use some other period of time that fits the coverage of the group contract. A person is covered by a Plan during a portion of a Claim Determination Period if that person's coverage starts or ends during the Claim Determination Period. However, it does not include any part of a year during which a person has no coverage under This Plan or before the date this COB provision or a similar provision takes effect.

**Closed-panel Plan** is a Plan that provides health benefits to covered persons primarily in the form of Services through a panel of Providers that have contracted with either directly or indirectly or are employed by the Plan and that limits or excludes Benefits for Services

**Custodial Parent** means a parent awarded primary custody by a court decree. In the absence of a court decree, it is the parent with whom the child resides more than one half of the calendar year without regard to any temporary visitation.

**Order-of-benefit Determination Rules** determine whether This Plan is a Primary Plan or Secondary Plan when the person has coverage under more than one Plan.

When This Plan is Primary, its benefits are determined before those of any other Plan and without considering any other Plan's Benefits. When This Plan is Secondary, its benefits are determined after those of another Plan and may be reduced because of the Primary Plan's benefits, so that all Plan Benefits do not exceed 100% of the total Allowable Expense.

**Plan** means a Plan that provides Benefits or Services for dental care on a group 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** means coverage that must pay first. The Primary Plan must pay up to its full liability.

**Secondary Coverage** means coverage that pays a claim after the Primary Plan pays.

**This Plan** means, in a COB provision, the part of the contract providing the health care Benefits to which the COB provision applies, and which may be reduced because of the Benefits of other Plans. Any other part of the contract providing health care Benefits is separate from This Plan. A contract may apply one COB provision to certain Benefits, such as dental Benefits, coordinating only with similar Benefits, and may apply another COB provision to coordinate other Benefits.

#### **6.06.02 WHEN COORDINATION OF BENEFITS APPLIES.**

Coordination of Benefits applies when a Member is covered under more than one Plan. The Benefits of This Plan will be coordinated with the other Plan(s).

#### **6.06.03 RULES FOR COORDINATION OF BENEFITS.**

The rules for the order of payment are shown below.

- a) The Primary Plan pays or provides its Benefits according to its terms of coverage and without regard to the benefits under any other Plan.
- b) (1) Except as provided in paragraph (2), a Plan that does not contain a Coordination of Benefits provision that is consistent with these rules is always primary unless the provisions of both Plans state that the complying Plan is primary.

(2) Coverage that is obtained by virtue of membership in a group and designed to supplement part of the basic package of Benefits may provide supplementary coverage that shall be in excess of any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed-panel Plan to provide out-of-network benefits.

- c) A Plan may consider the Benefits paid or provided by another Plan in determining its Benefits only when it is secondary to that other Plan.
- d) Each Plan determines its order of benefits using the first of the following rules that apply:

(1) Non-Dependent or Dependent. The Plan that covers the person other than as a Dependent, for example as an employee, Member, Subscriber, or retiree is the Primary Plan, and the plan that covers the person as a Dependent is the Secondary Plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a Dependent; and primary to the Plan covering the person as other than a Dependent (e.g., a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, Member, Subscriber, or retiree is the Secondary Plan and the other Plan is the Primary Plan.

(2) Dependent Child Covered Under More Than One Plan. Unless there is a court decree stating otherwise, when a Dependent child is covered by more than one Plan, the order of benefits is determined as follows:

(A) For a Dependent child whose parents are married or are living together, whether or not they have ever been married:

(i) The Plan of the parent whose birthday (month and day) falls earlier in the calendar year is the Primary Plan; or

(ii) If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.

(B) For a Dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:

(i) If a court decree states that one of the parents is responsible for the Dependent child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to Plan years commencing after the Plan is given notice of the court decree;

(ii) If a court decree states that both parents are responsible for the Dependent child's health care expenses or health care coverage, the provisions of Subparagraph (a) above shall determine the order of benefits;

(iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the Dependent child, the provisions of Subparagraph (a) above shall determine the order of benefits; or

(iv) If there is no court decree allocating responsibility for the Dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:

- The Plan covering the custodial parent;
- The Plan covering the spouse of the custodial parent;
- The Plan covering the non-custodial parent; and then

- The Plan covering the spouse of the non-custodial parent.

(C) For a Dependent child covered under more than one Plan of individuals who are not the parents of the child, the provisions of Subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.

(3) Active Employee or Retired or Laid-off Employee. The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a Dependent of an active employee and that same person is a Dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D.(1) can determine the order of benefits.

(4) COBRA or State Continuation Coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, Member, Subscriber, or retiree or covering the person as a Dependent of an employee, Member, Subscriber, or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D.(1) can determine the order of benefits.

(5) Longer or Shorter Length of Coverage. The Plan that covered the person as an employee, Member, policyholder, Subscriber, or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.

(6) If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan

## **ARTICLE VII. GENERAL POLICY PROVISIONS**

**7.01 RIGHT TO INFORMATION AND RECORDS.** Delta Dental may receive records related to the treatment of a Member from any Provider. Delta Dental may require a Member to be examined by a dental consultant retained by Delta Dental. Delta Dental will maintain records in a confidential manner in accordance with federal and state law.

### **7.02 CLAIMS REIMBURSEMENT**

Claims Reimbursement - On the 2nd, 12th and 22nd day or the last business day closest to such date of each month (or, upon 30-days' notice to Group by Delta Dental, on any alternate three dates in a given month as determined by Delta Dental in Delta Dental's sole discretion), Delta Dental will notify the Group of the total amount of Providers' statements paid or otherwise discharged by Delta Dental for services rendered. Using one of the options described below, a prompt transfer of funds is made to Delta Dental to cover such disbursements as they become due and payable upon receipt of said notification.

**a) Automated Clearing House Transfer (ACH Transfer)**

Once the Group is notified of the total claims paid, Delta Dental has authorization from the Group to initiate an electronic transfer of funds from the Group's account to cover the total claims paid by Delta Dental. The ACH Transfer will occur 2 business days following the Group's receipt of the total claims paid by Delta Dental.

**b) Wire Transfer**

Once the Group is notified of the total claims paid, the Group initiates the electronic transfer of funds from their account to cover the total claims paid by Delta Dental. The electronic fund transfer must be completed within 5 business days of the Group receiving the invoice.

**7.03 MONTHLY SERVICE FEE.** The Monthly Service Fee for each Subscriber is as noted on the Declaration Page. The Group agrees to remit to Delta Dental during the Contract Term a monthly Service Fee for each subscriber. This is due and payable on the 15th day of each month for the previous month's Service fee.

**7.04 SERVICE FEE AND CLAIMS REIMBURSEMENT AT TERMINATION.** In the event this Contract terminates for any reason, the Applicant will be liable for all Service Fees due but unpaid, as well as Claims Reimbursement for all claims for Services incurred by any Member prior to the effective date of termination.

**7.05 CHANGE OF SERVICE FEE.** In the absence of an amendment mutually agreed upon between Applicant and Delta, no change in the Service Fee will be made during a Contract Year.

**7.06 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.

**7.07 GRACE PERIOD.**

- Service Fee. The Contract has a Grace Period of 15 days after the due date of the Service Fee bill.
- Claims Reimbursement. The Contract has a Grace Period extending to the following bill of claims reimbursement. When Delta Dental has notified the Group of the total claims paid on the 2nd, the grace period is until the 12th day of the month; when Delta Dental has notified the Group of the total claims paid on the 12th, the grace period is until the 22nd day of the month; and when Delta Dental has notified the Group of the total claims paid on the 22nd calendar day, the grace period is until the 2nd of the following month.

The coverage remains in force during this Grace Period unless terminated by the Group. If either the Service Fee or Claims Reimbursement are not paid by the end of the Grace Period, the Contract will be placed on a hold status, where no claims will be paid and no eligibility will be guaranteed. If the Group does not pay after this Grace period, they may be terminated as of the last date of the earliest Grace Period at the discretion of Delta Dental. Service Fees and Claim Reimbursement are due through the last day of the Grace Period, including the Grace Period.

**7.08 TIMELY NOTICE.** 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. Group shall be liable for any payments made by Delta Dental in reliance upon faulty eligibility information supplied and/or not corrected by Group.

**7.09 EXTENDED COVERAGE.** Delta Dental Benefits will end if this Contract is terminated or if a person's coverage is cancelled. Delta Dental will cover no further Services except as described below.

If a Covered Service Started before coverage ends, but the Covered Service is Completed after it ends, Delta Dental will pay Benefits for the Covered Service as follows:

- Benefits will be paid in the amount that would have been paid and subject to the same terms as would have applied if the person's coverage were still in effect.
- Benefits will be paid only if the Covered Service is Completed within 60 days after the date the person's coverage ended.
- Extended Coverage benefits are not applied to orthodontic Services.

No benefit will be paid if the Covered Service is Started after coverage ends.

**7.10 SUBROGATION.** Delta Dental may pursue on its own or with a Member a claim against a third party. If Delta Dental pays a claim for injuries to a Member and the Member settles with a third party for an amount that includes such costs, the Member must refund Delta Dental the amount equal to the benefit payment made to, or on behalf of, the Member.

**7.11 NOTICES.** Any notice under this Contract will be valid if given by either the Applicant or Delta Dental to the other. In the case of the Applicant, notice may be given to a designated agent. The notice will be effective upon the date of mailing.

**7.12 NOTICES TO SUBSCRIBERS.** Notice to a Subscriber will be in writing and sent by regular US mail to the current address in Delta Dental's records. If agreed to by Delta Dental and the Subscriber, notices may be sent via email.

**7.13 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.

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

**7.15 ENTIRE CONTRACT; AMENDMENTS.** This Contract is the complete agreement between Delta Dental and the Group. 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 Members regardless of the date their coverage became effective or the date treatment was Started.

**7.16 RESERVATION OF RIGHTS.** Delta Dental reserves all rights not expressly granted to either party in this Contract. Delta Dental may change or end the plan if required due to changes

in federal or state laws and/or regulations governing healthcare benefits, the requirements of the Internal Revenue Code or ERISA, the provisions of a contract, or any other reason.

- 7.17 GROUP'S ACCESS TO RECORDS.** Delta Dental agrees that Group or its designated representative may access all files and records pertinent to the Group in accordance with federal and state laws. The group must give 14 days' written advance notice.
- 7.18 SETTLEMENT OF DISPUTES.** Any dispute between Delta Dental, a Participating Provider, and Member, or any combination of these, must be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Except for ERISA covered claims, disputes include adverse claim decisions not settled by the appeals process. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. 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.
- 7.19 SUBSCRIBER BENEFIT BOOKLET.** Delta Dental will give a Subscriber Benefit Booklet to the Group. The Group will make the booklet available to each Subscriber. If an amendment to this Contract will materially affect the Benefits in the booklet, we will give a revised Subscriber Benefit Booklet or inserts showing the change to the Group.
- 7.20 PHYSICAL EXAMINATION.** Delta Dental, at its own expense, may examine an individual for whom a claim or request for pre-estimation of Benefits is pending under this Contract.
- 7.21 GENDER.** The use of the singular will include the plural and the plural the singular. Use of any gender will include all genders.
- 7.22 HIPAA PRIVACY & SECURITY.** Delta Dental complies with the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security regulations.
- 7.23 AGREEMENT WITH STATE LAW.** Any requirement in this Contract that on the group's effective date is in conflict with the laws of the state in which any Member lives is hereby changed to the minimum requirement of such laws.
- 7.24 NON-DISCRIMINATION.** Delta Dental does not use individual health factors to determine benefits or premium rates. 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.

#### **ARTICLE VIII. TERMINATION/NONRENEWAL/CONTINUATION**

- 8.01 RENEWAL.** The Contract will renew for one-year periods unless either party elects not to renew by giving the other party written notice. Notice must be received at least 60 days before the end of the current Contract Year. If there are changes to the rates or other terms of this Contract effective on an Anniversary Date, Delta Dental will provide notice of the proposed changes with the notice of renewal.
- 8.02 TERMINATION.** This Contract may be terminated as follows:



- a) By either the Group or Delta Dental at the end of the initial Contract or at the end of any Contract Year if the required notice of non-renewal is given.
- b) In the event any Service Fee due as stated in Article VII 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 VII, Section 7.07, Delta Dental may terminate all further obligations.
- c) In the event any Claims Reimbursement due as stated in Article VII of this Contract is not paid within 10 calendar 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 VII, Section 7.07, Delta Dental may terminate all further obligations.
- d) 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 notice of such default.
- e) By election of Delta Dental in the event enrollment of Subscribers changes by 10% or more from the minimum enrollment requirements included on Delta Dental's proposal. Delta Dental may, at its option, terminate or propose to the Group alternative adjustment in rates, Benefits, or copayments. 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.
- f) Upon written notification by the 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.
- 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.

In the event this Agreement terminates as stated, the Group will remain liable to Delta Dental for the full amount of the Providers' statements paid or otherwise discharged by Delta Dental for services rendered and incurred under this Contract prior to the termination date. In addition, the Group will be and remain liable to Delta Dental for a period of 12 months following the termination date for the full amount of Provider's statements paid or otherwise discharged by Delta Dental for services rendered according to ARTICLE VI, CLAIMS PROCEDURE, 6.03 and 6.04.

### **8.03 PROCEDURES ON TERMINATION**

- a) In the event of termination of this Agreement in accordance with the provisions of Article VIII, Section 8.02, no Subscriber will, on or after the date on which the termination takes effect, be entitled to any further benefit payments hereunder and Group will indemnify and hold Delta Dental harmless with respect to any claims by or with respect to Subscribers for further benefit payments hereunder without regard to the date on which the dental claims were incurred.

However, Delta Dental will have the right to process Providers' statements for payment where each of the following terms are met, provided that any Claims Reimbursement and Service Fees owed Delta Dental have been paid:

1. the Provider's statement is first received by Delta Dental within 12 months of the termination date of this Agreement according to ARTICLE VI, CLAIMS PROCEDURE, 6.03 and 6.04;
  2. the date of service reported on the Provider's statement was within 12 months of the date the claim was first received by Delta;
  3. the date of service reported on the Provider's statement was no later than the termination date of this Agreement.
- b) In the event of termination by Delta Dental, all Benefits will terminate and Delta Dental will be released from all further obligations of this Agreement, effective on the last day of the month in which written notice of termination is given; provided, however, that Delta Dental will make payments for dental services for Extended Benefits. Applicant will remain liable to Delta Dental for:
1. the unpaid payments applicable for the period this Agreement was in effect prior to termination; and
  2. the full amount of all Provider's statements paid or otherwise discharged by Delta Dental after the termination date but incurred during the full Term of this Contract.
  3. In the event of termination of this Agreement for any cause, Delta Dental will not be required to pay for services provided beyond such termination date, except for the completion of single procedures started while this Agreement was in effect, which are otherwise Benefits under the terms of this Agreement, provided that any Claims Reimbursement and Service Fees owed Delta Dental have been paid.

**8.04** If on termination of this Contract for any cause Group has not paid Service Fee and/or Claims Reimbursement 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 to Delta Dental.

**8.05 COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)** Generally applies to groups with 20 or more employees.

Under COBRA, Members who have a qualifying event may be able to continue coverage for a period of time. The Benefits will be the same as those of active Subscribers. The Member must pay the Premium, which cannot exceed 102% of the cost for an active employee with the same plan. Qualifying events govern if a person may elect COBRA and the length of coverage. The employer or Group must administer COBRA according to federal requirements.

COBRA continuation coverage will end 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 for which Premium has been paid;
- d) The day the person becomes entitled to Medicare;

e) The day the person is eligible for coverage under another Group Plan.

**8.06 CONTINUED HEALTH COVERAGE (Colorado State Continuation)** Applies to Groups not subject to COBRA.

Members covered under this Contract, or a similar Contract it replaces, for at least six months may be able to continue coverage for up to 18 months under State Continuation. Their Premium and Benefits will be the same as those for active Subscribers, except that the Member will be responsible for the Premium. The employer or Group must administer State Continuation according to state law.

State Continuation coverage is effective upon loss of coverage. Within 60 days of the loss, the Group must send enrollment information and Premium to Delta Dental for the Member'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 is paid;
- d) The day the person becomes entitled to Medicare;
- e) The day the person is eligible for coverage under another Group Plan; or
- f) In the case of a Dependent child, the day they no longer meet the definition of Dependent.

**ARTICLE IX APPEALS AND COMPLAINTS**

**9.01 APPEALS of ADVERSE DETERMINATIONS**

**A. Internal Appeal Process — First-level Appeals**

An adverse claim determination may be appealed within 180 days of the date of the original Explanation of Benefits by writing to:

**Delta Dental of Colorado  
Attn: Appeals  
PO Box 172528  
Denver, CO 80217-2528**

Additional information should be submitted in support of the appeal.

Appeals are reviewed by an impartial Provider of the same or similar specialty as would typically manage the case being reviewed or by a Delta Dental claims specialist. The reviewing Provider will not have been involved in the initial decision.

The decision will be sent to the Member with the rationale for the decision. The decision will be made within 30 calendar days for pre-Service denials. Post-Service decisions will be made within 60 calendar days.

**B. Internal Appeal Process — Expedited Appeals**

Members may request an expedited appeal when the time for a standard review would seriously jeopardize the life or health of the Member, would jeopardize the Member'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.

**ARTICLE X. INFORMATION ON POLICY AND RATE CHANGES**

**10.01 CONTRACT CHANGES UPON RENEWAL.** The terms of this policy, including the rates payable by the Group, may be amended upon its renewal pursuant to the terms set forth in Section 8.01.

**10.02 ALL OTHER CONTRACT CHANGES.** Except as set forth in Sections 7.17, 7.18 and 8.01, no agent or employee of Delta Dental may 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.

**ARTICLE XI. DEFINITIONS**

The terms below apply to this Contract:

**11.01 ADVERSE DETERMINATION** means a denial of: A preauthorization for a covered Benefit; a request for Benefits for an individual on the grounds that the treatment or covered Benefit is not medically Necessary, appropriate, effective, or efficient or is not provided in or at the appropriate health care setting or level of care; a request for Benefits on the ground that treatment or Service is Experimental or Investigational; or a Benefit denied because the treatment is an excluded Benefit and wherein the claimant presents evidence from a dental professional licensed pursuant to the Dental Practice Law of Colorado that there is a reasonable medical basis that the contractual exclusion does not apply to the denied Benefit.

**11.02 ALTERNATE BENEFIT** means the Benefit allowed for the least costly, commonly accepted Service that could be used to treat a dental condition for which a Member has selected a more costly treatment.

**11.03 APPLICANT** means the Group or employer wishing to provide dental benefits.

**11.04 BENEFITS** mean the Services described in this Contract in the Benefits Rider, BENEFITS, LIMITATIONS, and EXCLUSIONS.

**11.05 CLAIMS REIMBURSEMENT** means the amount of money the Group must pay Delta Dental for the total amount of Providers' statements paid or otherwise discharged by Delta Dental for services rendered for all Subscribers.

**11.06 COINSURANCE** means the percent of a Covered Amount that the member will pay. The Coinsurance for each type of Covered Service is determinable by subtracting the "Plan Pays" amount on the Declarations Page from 100 percent. The Coinsurance that applies to

a Subscriber may vary by type of dental Service.

**11.07 COMPLETED** means:

- For root canal therapy, the date the canals are permanently filled.
- For fixed bridges (fixed partial dentures), crowns, inlays, onlays, and other laboratory prepared restorations: The date the restoration is cemented in place.
- For dentures and partial dentures (removable partial dentures): The date that the final appliance is first inserted in the mouth.
- For all other Services: The date the procedure is Started.

A Benefit is only payable once Completed.

**11.07** The **CONTRACT ANNIVERSARY DATE or ANNIVERSARY DATE** is noted on the Declaration Page of this Contract. The Anniversary Date is the first day of each Contract Year following the initial Contract Year.

**11.08 CONTRACT** means this agreement between Delta Dental and the Applicant. It includes attached appendices, exhibits, and riders, if any. This Contract is the whole agreement between the parties.

**11.09 CONTRACT TERM** means the time from the Group's Effective Date of the Contract until it is terminated.

**11.10 CONTRACT YEAR** is the 365 days beginning on the Group's Effective Date of this Contract and each year after unless the contract is terminated. The contract year is 366 days in a leap year.

**11.11 COVERED AMOUNT** means the lesser of PPO Provider's Allowable fee for the fee actually charged.

**11.12 COVERED SERVICES** mean the Services described in this Contract or attachments, subject to the limitations and exclusions noted.

**11.13 DEDUCTIBLE** means the amount the Member must pay before Delta Dental pays. The Deductible is shown on the Declarations Page. If there is a limit to the deductible that a family must pay, that will be shown on the Declarations Page.

**11.14 DEPENDENT** means:

- The Subscriber's lawful spouse, including civil-union partner or domestic partner.
- Civil-union partner must:
  - ❖ Be at least 18 years old.
  - ❖ Not be a partner in another civil union.
  - ❖ Not be married to another person.
  - ❖ Not be related to the Subscriber.
  - ❖ Have entered into a civil union based on the guidelines of Article 15 of Title 14, C.R.S. recognized pursuant to Colorado law.
- Domestic partner must meet each of the requirements listed below:
  - ❖ Be at least 18 years old and view themselves as a family.

- ❖ Be of the same or opposite sex.
- ❖ Not be married and may not have another partner.
- ❖ Have lived together for at least 6 consecutive months.
- ❖ Not be related to the Subscriber.
- ❖ Be financially interdependent.
- A child under the Dependent age limit shown on the Declaration Page.
- A child who reaches the Dependent Age Limit stated on the Declarations Page and is incapable of self-support because of physical or mental disabilities that began before reaching the Dependent age limit and is dependent on the Subscriber. Delta Dental may annually request proof of such disability and dependency. Failure to submit such proof will terminate coverage.

Eligible children are natural children, stepchildren, children under court-ordered guardianship, adopted children, foster children, and children of a civil-union partner or common-law spouse.

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

Persons in active military service are not eligible Dependents.

**11.15 GROUP EFFECTIVE DATE** is the date coverage begins for the group.

**11.16 MEMBER EFFECTIVE DATE** is the date coverage begins for the member.

**11.17 ELIGIBLE CLASS** is a group of Subscribers who are allowed to enroll under the Contract.

**11.18 ELIGIBILITY WAITING PERIOD** refers to active Subscribers who have met the minimum requirements necessary to be eligible for enrollment through the employer's Plan and who will become eligible with Delta Dental on the date specified by the employer. Delta Dental does not maintain any eligibility waiting periods that are set forth by the employer.

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

**11.20 EXPERIMENTAL OR INVESTIGATIONAL PROCEDURES** means those Services not generally accepted in the dental community as being safe and effective, as defined by Delta Dental.

**11.21 GROUP** means the Applicant or employer contracting for dental Benefits.

**11.22 MAXIMUM PLAN ALLOWANCE** means the most that a Provider is allowed to charge for a procedure. Delta Dental reviews the limits twice a year. Delta Dental reserves the right to increase or decrease fees for any procedure in its sole and absolute discretion.

**11.23 MEMBER** means any person—Subscriber or Dependent—eligible and enrolled for coverage under This Plan.

**11.24 NECESSARY** means a Service that Delta Dental decides, using accepted standards of dental care and Delta Dental's processing policies, is needed and fitting for treatment of the Member's dental condition.

**11.25 NON-PARTICIPATING PROVIDER** means a Provider who does not contract with Delta Dental.

**11.26 OPEN ENROLLMENT** means a period prior to the Anniversary Date when eligible Subscribers and their Dependents may enroll. They may also change from one Plan to another if the Contract permits them to do so. Coverage is effective on the Applicant's Anniversary Date.

**11.27 PARTICIPATING PROVIDER** means a Provider who contracts with Delta Dental.

- **Premier Participating Provider** means a Provider who has executed a Premier Participating Provider Agreement with Delta Dental.
- **PPO Participating Provider** means a Provider who has executed a PPO Provider Agreement with Delta Dental.

**11.28 PREMIUM** means the amount of money paid for each Subscriber to buy the Benefits provided in this Contract.

**11.29 PRE-TREATMENT ESTIMATE** is a review of a Provider's plan of care to determine what will be covered under this Contract.

**11.30 PROVIDER** means a person licensed to provide dental Services.

**11.31 SERVICE** means a procedure or supply provided by a Provider.

**11.32 SERVICE FEE** means the amount of money paid to Delta Dental for each Subscriber to purchase the Administrative Services provided by this Contract, as provided in Article VII.

**11.33 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 performed.
- For all other Services: The date the Service is performed.

**11.34 SUBSCRIBER** means:

- An enrolled Employee for whom the monthly Premium is paid.
- A person who elects continued coverage and for whom the monthly Premium is paid.



**Delta Dental of Colorado  
Exclusive Panel Option (EPO)**

**City & County of Denver #6026  
2022 Copay Schedule - Custom EPO**

\*See Special Provisions on Last Page

<b>Code</b>	<b>Procedure Code Definition</b>	<b>Patient Co-Pay</b>
<b>DIAGNOSTIC CODES</b>		
D0120	Periodic oral evaluation	\$11.00
D0140	Limited oral evaluation - problem focused	\$11.00
D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver	\$11.00
D0150	Comprehensive oral evaluation - new or established patient	\$11.00
D0160	Detailed and extensive oral evaluation-problem focused, by report	\$11.00
D0180	Comprehensive periodontal evaluation - new or established patient	\$11.00
D0210	Intraoral-complete series (including bitewings)	\$0.00
D0220	Intraoral-periapical-first film	\$0.00
D0230	Intraoral-periapical-each additional film	\$0.00
D0240	Intraoral-occlusal film	\$0.00
D0270	Bitewing-single film	\$0.00
D0272	Bitewings-two films	\$0.00
D0273	Bitewings-three films	\$0.00
D0274	Bitewings-four films	\$0.00
D0277	Vertical bitewings-7 to 8 films	\$0.00
D0330	Panoramic film	\$0.00
D0460	Pulp vitality tests	\$0.00
<b>PREVENTIVE CODES</b>		
D1110	Prophylaxis-adult	\$0.00
D1120	Prophylaxis-child	\$0.00
D1206	Topical Fluoride Varnish - therapeutic application for moderate to high caries risk patients	\$0.00
D1208	Topical application of Fluoride - excluding varnish	\$0.00
D1351	Sealant-per tooth	\$0.00
D1352	Preventive Resin restoration in moderate to high caries risk patient - permanent tooth	\$0.00
D1353	Sealant Repair - Per tooth	\$0.00
D1510	Space maintainer-fixed-unilateral	\$0.00
D1516	Space maintainer-fixed-bilateral, maxillary	\$0.00
D1517	Space maintainer-fixed-bilateral, mandibular	\$0.00
D1520	Space maintainer-removable-unilateral	\$0.00
D1526	Space maintainer - removable, bilateral, maxillary	\$0.00
D1527	Space maintainer - removable, bilateral, mandibular	\$0.00



## BASIC SERVICES (Restorative Codes)

D2140	Amalgam-one surface, primary or permanent	\$23.00
D2150	Amalgam-two surfaces, primary or permanent	\$31.00
D2160	Amalgam-three surfaces, primary or permanent	\$36.50
D2161	Amalgam-four or more surfaces, primary or permanent	\$44.00
D2330	Resin-based composite-one surface, anterior	\$26.50
D2331	Resin-based composite-two surfaces, anterior	\$35.00
D2332	Resin-based composite-three surfaces, anterior	\$42.00
D2335	Resin-based composite-four or more surfaces or involving incisal angle (anterior)	\$50.50
D2391	Resin-based composite-one surface, posterior	\$32.00
D2392	Resin-based composite-two surfaces, posterior	\$48.50
D2393	Resin-based composite-three surfaces, posterior	\$68.00
D2394	Resin-based composite-four or more surfaces, posterior	\$80.50
D2520	Inlay-metallic-two surfaces	\$212.50
D2530	Inlay-metallic-three or more surfaces	\$245.50
D2543	Onlay-metallic-three surfaces	\$256.50
D2544	Onlay-metallic-four or more surfaces	\$260.50
D2710	Crown-resin-based composite (indirect)	\$177.00
D2740	Crown-porcelain/ceramic substrate	\$324.50
D2750	Crown-porcelain fused to high noble metal	\$312.50
D2751	Crown-porcelain fused to predominantly base metal	\$269.50
D2752	Crown-porcelain fused to noble metal	\$302.50
D2780	Crown-3/4 cast high noble metal	\$300.50
D2781	Crown-3/4 cast predominantly base metal	\$262.00
D2782	Crown-3/4 cast noble metal	\$295.00
D2790	Crown-full cast high noble metal	\$315.50
D2791	Crown-full cast predominantly base metal	\$268.50
D2792	Crown-full cast noble metal	\$308.00
D2910	Recement inlay, onlay or partial coverage restoration	\$14.50
D2920	Recement crown	\$16.50
D2930	Prefabricated stainless steel crown-primary tooth	\$49.50
D2931	Prefabricated stainless steel crown-permanent tooth	\$54.00
D2932	Prefabricated resin crown	\$53.00
D2933	Prefabricated stainless steel crown with resin window	\$67.00
D2940	Sedative filling	\$17.50
D2950	Core buildup, including any pins	\$47.50
D2951	Pin retention-per tooth, in addition to restoration	\$11.00
D2952	Cast post and core in addition to crown	\$65.00
D2953	Each additional cast post - same tooth	\$0.00
D2954	Prefabricated post and core in addition to crown	\$56.00
D2957	Each additional prefabricated post - same tooth	\$0.00
D2961	Labial veneer (resin laminate)-laboratory	\$153.00
D2962	Labial veneer (porcelain laminate)-laboratory	\$161.50

## BASIC SERVICES (Endodontic Codes)

D3110	Pulp cap-direct (excluding final restoration)	\$11.00
D3220	Therapeutic pulpotomy (excluding final restoration)	\$28.50
D3310	Anterior (excluding final restoration)	\$121.00
D3320	Bicuspid (excluding final restoration)	\$142.00
D3330	Molar (excluding final restoration)	\$189.00
D3346	Retreatment of previous root canal therapy-anterior	\$210.00
D3347	Retreatment of previous root canal therapy-bicuspid	\$247.50
D3348	Retreatment of previous root canal therapy-molar	\$326.50
D3410	Apicoectomy/periradicular surgery-anterior	\$125.50
D3421	Apicoectomy/periradicular surgery-bicuspid (first root)	\$138.50
D3425	Apicoectomy/periradicular surgery-molar (first root)	\$165.00
D3426	Apicoectomy/periradicular surgery (each additional root)	\$45.00
D3430	Retrograde filling-per root	\$37.50
D3450	Root amputation - per root	\$88.00

## BASIC SERVICES (Periodontic Codes)

D4210	Gingivectomy or gingivoplasty-four or more contiguous teeth or bounded teeth spaces per quadrant	\$77.00
D4211	Gingivectomy or gingivoplasty-one to three contiguous teeth or bounded teeth spaces per quadrant	\$28.50
D4212	Gingivectomy or gingivoplasty to allow access for restorative procedure, per tooth	\$28.50
D4240	Gingival flap procedure, including root planing-four or more contiguous teeth or bounded teeth spaces per quadrant	\$123.00
D4241	Gingival flap procedure, including root planing-one to three contiguous teeth or bounded teeth spaces per quadrant	\$73.50
D4260	Osseous surgery (including flap entry and closure)-four or more contiguous teeth or bounded teeth spaces per quadrant	\$312.50
D4261	Osseous surgery (including flap entry and closure)-one to three contiguous teeth or bounded teeth spaces per quadrant	\$187.00
D4263	Bone replacement graft-first site in quadrant	\$78.00
D4264	Bone replacement graft-each additional site in quadrant	\$51.50
D4277	Free soft tissue graft (including recipient and donor site) first tooth, implant or edentulous tooth position	\$136.50
D4278	Free soft tissue graft (including recipient and donor site) each additional contiguous tooth, implant or edentulous tooth position	\$68.00
D4341	Periodontal scaling and root planing-four or more teeth per quadrant	\$43.00
D4342	Periodontal scaling and root planing-one to three teeth, per quadrant	\$25.50
D4910	Periodontal maintenance	\$26.50

## MAJOR SERVICES (Prosthodontic Codes - Removable)

D5110	Complete denture, maxillary	\$384.00
D5120	Complete denture, mandibular	\$384.00
D5130	Immediate denture, maxillary	\$414.50
D5140	Immediate denture, mandibular	\$414.50
D5211	Maxillary partial denture-resin base (including retentive/clasping materials, rests and teeth)	\$267.50
D5212	Mandibular partial denture-resin base (including retentive/clasping materials, rests and teeth)	\$267.50

D5213	Maxillary partial denture-cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$400.50
D5214	Mandibular partial denture-cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$400.50
D5221	Immediate maxillary partial denture – resin base	\$262.00
D5222	Immediate mandibular partial denture – resin base	\$262.00
D5223	Immediate maxillary partial denture – cast metal framework with resin denture bases	\$364.00
D5224	Immediate mandibular partial denture – cast metal framework with resin denture bases	\$364.00
D5410	Adjust complete denture, maxillary	\$18.50
D5411	Adjust complete denture, mandibular	\$18.50
D5421	Adjust partial denture, maxillary	\$17.50
D5422	Adjust partial denture, mandibular	\$17.50
D5511	Repair broken complete denture base, mandibular	\$44.00
D5512	Repair broken complete denture base, maxillary	\$44.00
D5520	Replace missing or broken teeth-complete denture (each tooth)	\$37.50
D5611	Repair resin partial denture base, mandibular	\$39.50
D5612	Repair resin partial denture base, maxillary	\$39.50
D5621	Repair cast partial framework, mandibular	\$51.50
D5622	Repair cast partial framework, maxillary	\$51.50
D5630	Repair or replace broken retentive clasping materials per tooth	\$53.00
D5640	Replace broken teeth-per tooth	\$36.50
D5650	Add tooth to existing partial denture	\$43.00
D5660	Add clasp to existing partial denture	\$54.00
D5710	Rebase complete maxillary denture	\$155.00
D5711	Rebase complete mandibular denture	\$155.00
D5720	Rebase maxillary partial denture	\$119.00
D5721	Rebase mandibular partial denture	\$119.00
D5730	Reline complete maxillary denture (chairside)	\$61.50
D5731	Reline complete mandibular denture (chairside)	\$61.50
D5740	Reline maxillary partial denture (chairside)	\$56.00
D5741	Reline mandibular partial denture (chairside)	\$56.00
D5750	Reline complete maxillary denture (laboratory)	\$110.00
D5751	Reline complete mandibular denture (laboratory)	\$110.00
D5760	Reline maxillary partial denture (laboratory)	\$102.50
D5761	Reline mandibular partial denture (laboratory)	\$102.50
D5850	Tissue conditioning, maxillary	\$28.50
D5851	Tissue conditioning, mandibular	\$28.50
MAJOR SERVICES (Prosthetic Codes - Fixed)		
D6210	Pontic-cast high noble metal	\$301.50
D6211	Pontic-cast predominantly base metal	\$275.00
D6212	Pontic-cast noble metal	\$280.50
D6240	Pontic-porcelain fused to high noble metal	\$303.50
D6241	Pontic-porcelain fused to predominantly base metal	\$265.00
D6242	Pontic-porcelain fused to noble metal	\$295.00
D6545	Retainer-cast metal for resin bonded fixed prosthesis	\$110.00
D6750	Crown-porcelain fused to high noble metal	\$308.00

D6751	Crown-porcelain fused to predominantly base metal	\$276.00
D6752	Crown-porcelain fused to noble metal	\$295.00
D6780	Crown-3/4 cast high noble metal	\$299.00
D6790	Crown-full cast high noble metal	\$311.50
D6791	Crown-full cast predominantly base metal	\$281.50
D6792	Crown-full cast noble metal	\$292.50
D6930	Rececent fixed partial denture	\$36.50

## BASIC SURGERY (Oral Surgery Codes)

D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	\$24.00
D7210	Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth	\$47.50
D7220	Removal of impacted tooth-soft tissue	\$53.00
D7230	Removal of impacted tooth-partially bony	\$66.00
D7240	Removal of impacted tooth-completely bony	\$77.00
D7241	Removal of impacted tooth-completely bony, with unusual surgical complications	\$110.00
D7250	Surgical removal of residual tooth roots (cutting procedure)	\$46.00
D7251	Coronectomy - intentional partial tooth removal	\$93.50
D7285	Biopsy of oral tissue-hard (bone, tooth)	\$64.00
D7286	Biopsy of oral tissue-soft (all others)	\$39.50
D7310	Alveoloplasty in conjunction with extractions-per quadrant	\$37.50
D7320	Alveoloplasty not in conjunction with extractions-per quadrant	\$54.00
D7471	Removal of lateral exostosis (maxilla or mandible)	\$75.00
D7472	Removal of torus palatinus	\$75.00
D7473	Removal of torus mandibularis	\$75.00
D7510	Incision and drainage of abscess-intraoral soft tissue	\$27.50
D7961	Buccal/Labial Frenectomy or Frenulectomy	\$56.00
D7962	Lingual Frenectomy or Frenulectomy	\$56.00

## ORTHODONTIC CODES

D8010	Limited orthodontic treatment of the primary dentition	\$660.00
D8020	Limited orthodontic treatment of the transitional dentition	\$825.00
D8030	Limited orthodontic treatment of the adolescent dentition	\$924.00
D8040	Limited orthodontic treatment of the adult dentition	\$1,028.50
D8050	Interceptive orthodontic treatment of the primary dentition	\$803.00
D8060	Interceptive orthodontic treatment of the transitional dentition	\$907.50
D8070	Comprehensive orthodontic treatment of the transitional dentition	\$1,853.50
D8080	Comprehensive orthodontic treatment of the adolescent dentition	\$1,958.00
D8090	Comprehensive orthodontic treatment of the adult dentition	\$2,178.00
D8210	Removable appliance therapy	\$198.00
D8220	Fixed appliance therapy	\$262.00
D8660	Pre-orthodontic treatment visit	\$38.50
D8670	Periodic orthodontic treatment visit	\$9,999.00
D8680	Orthodontic retention (removal of appliances, construction and placement of retainer(s))	\$234.50

MISCELLANEOUS CODES

D9110	Palliative (emergency) treatment of dental pain-minor procedures	\$20.00
D9120	Fixed partial denture sectioning	\$10.00
D9222	Deep sedation/general anesthesia - first 15 minutes	\$29.50
D9223	Deep Sedation/general anesthesia - each subsequent 15 minute increment	\$29.50
D9230	Analgesia, anxiolysis, inhalation of nitrous oxide	\$9.00
D9239	Intravenous moderate (conscious) sedation/analgesia - first 15 minutes	\$33.00
D9243	Intravenous moderate (conscious) sedation/analgesia - each subsequent 15 minutes	\$33.00
D9310	Consultation (diagnostic service provided by dentist or physician other than practitioner providing treatment)	\$15.50

\*Special Provisions

Services MUST be performed by a Delta Dental PPO provider in order to be payable under this program.

Services are subject to the limitations, exclusions, and governing policies of the program.

The submitted fee for any procedure NOT LISTED above is the responsibility of the patient.

General or orthodontic plan maximums may apply. Refer to the member's benefit information for details.

**APPENDIX A**  
**PERFORMANCE GUARANTEE**



**2022 Performance Guarantee Report Card**  
**City and County of Denver - Account #00000006026**  
**Performance Guarantee Period: January - December**

Quarterly results reporting will be provided on the below performance measures. Metrics are tracked quarterly and penalty assessment is made at the end of the plan year, with any resulting payment based on the annual at-risk penalty for that particular measure.

Description	Definitions of Performance	Annual At-Risk Penalty	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Annual Results
<b>Account Management</b>	Delta Dental will provide a group report card to measure performance of its Account Manager on an annual basis. Scores of less than 80% will result in payout.	1% of Admin / Retention	Measured Annually				
<b>Average Speed of Answer</b>	45 seconds	1% of Admin / Retention					
<b>Call Abandonment</b>	Call abandonment rate will be equal or less than 5%	1% of Admin / Retention					
<b>Claim Turnaround Time</b>	90% within 15 calendar days <i>Group Specific</i>	1% of Admin / Retention					
<b>Delivery of Contract/SPD</b>	Initial draft delivered for approval within 60 days of notification of renewal acceptance. Final contracts delivered within 30 days of approval by CCD.	1% of Admin / Retention					
<b>Eligibility File Feeds</b>	All Clean Eligibility Files will be loaded within 2 business days	1% of Admin / Retention					
<b>Financial Accuracy*</b>	99%	1% of Admin / Retention					
<b>ID Cards</b>	ID cards will be mailed within 7-10 business days of clean EDI file.	1% of Admin / Retention					
<b>Inquiry Response Time</b>	95% within 10 calendar days	1% of Admin / Retention					

\*DDCO's statistically valid sample of claims is 408 claims annually. Quarterly reports are preliminary and the test will be complete at year end.

**2022 DELTA DENTAL CONTRACT**

**Exhibit B**

**ACORD EVIDENCE OF LIABILITY INSURANCE**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	<b>CONTACT NAME:</b> IMA Denver Team <b>PHONE (A/C No. Ext):</b> 303-534-4567 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> DenAccountTechs@imacorp.com														
<b>INSURED</b> Delta Dental of Colorado 6465 Greenwood Plaza Blvd #800 & 900 Centennial CO 80111	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B : TDC Specialty Insurance Company</td> <td>34487</td> </tr> <tr> <td>INSURER C : Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B : TDC Specialty Insurance Company	34487	INSURER C : Trumbull Insurance Company	27120	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**

CERTIFICATE NUMBER: 1155693569

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35775020	11/12/2020	11/12/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			79790815	11/12/2020	11/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			79790815	11/12/2020	11/12/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	34WECIB0656	8/1/2021	8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Errors & Omissions Claims Made Retro Date: 9/12/93			MCP010982000	11/12/2020	11/12/2021	Each Claim \$5,000,000 Aggregate \$5,000,000 Deductible \$250,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Crime Coverage: Policy #W2545D200301  
 Effective Dates: 11/12/2020-11/12/2021 Insurer: Beazley Insurance Company  
 \$1,500,000 Employee Dishonesty Limit; \$25,000 Deductible

City and County of Denver, Its Officers, Agents and Employees are included as Additional Insureds as an Employer Group of Insured, Delta Dental on the General Liability Policy if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of City & County of Denver on the General Liability and Workers Compensation Policies if required by written contract or agreement subject to the policy terms and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

City & County of Denver 201 W. Colfax Ave., Dept. 1105 Denver CO 80202 USA	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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