

# **Delta Dental PPO Plan**

**SBCCOE Benefit & Trust Fund  
Group #9581 – Option 11  
Effective: July 1, 2010**

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**Delta Dental PPO  
 Summary of Dental Plan Benefits  
 For Group #9581 – Option II  
 SBCCOE BENEFIT AND TRUST FUND**

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

**Control Plan** - Delta Dental of Colorado  
 Plan Year - July 1<sup>st</sup> to June 30<sup>th</sup>

	<b>PPO Dentist</b>	<b>Delta Dental Premier Dentist</b>	<b>*Non-Participating Dentist</b>	
<b>Covered Services</b>	<b>Plan Pays</b>	<b>Plan Pays</b>	<b>Plan Pays</b>	<b>Waiting Period</b>
<b>Diagnostic &amp; Preventive Services</b>				
Oral Exams and Cleanings	50%	50%	50%	NONE
X-Rays	50%	50%	50%	NONE
Sealants	50%	50%	50%	NONE
Fluoride Treatment	50%	50%	50%	NONE
<b>Basic Services</b>				
Basic Restorative (Fillings)	50%	50%	50%	NONE
Oral Surgery	50%	50%	50%	NONE
Endodontics (Root Canal Therapy)	50%	50%	50%	NONE
Periodontics (Gum Disease Treatment)	50%	50%	50%	NONE
<b>Major Services</b>				
Prostodontics (Dentures, Bridges)	50%	50%	50%	NONE
Special Restorative (Crowns, Inlays, Onlays)	50%	50%	50%	NONE
<b>Implant Services</b>				
Implant Services	50%	50%	50%	NONE

**Orthodontia is not a covered benefit.**

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

**Age**

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

**Deductible** (July 1<sup>st</sup> - June 30<sup>th</sup>)

Class	Type	Network	Amt
All Covered Classes Except D&P and Implants	Individual coverage amount	PPO and Non-PPO	\$50
All Covered Classes Except D&P and Implants	Family coverage amount	PPO and Non-PPO	\$150

**Maximum** (July 1<sup>st</sup> - June 30<sup>th</sup>)

Class	Type	Network	Amt
All Covered Classes Except Ortho & Implants	Individual coverage amount	PPO and Non-PPO	\$1000
Implant Classes	Individual lifetime	PPO and Non-PPO	\$1000

**Enrollment Type**

**The enrollment type is Open Enrollment.** Open Enrollment means a period of time each Contract Year occurring prior to the Anniversary Date during which eligible Employees may choose to enroll themselves and/or their eligible Dependents in the Plan, or change from one coverage option to another if the Contract issued to the Group permits them to do so. Coverage will become effective on the Group's Anniversary Date.

Where two Employees who are spouses and are both eligible for coverage under this contract, they may be enrolled together or separately, but not both. Dependent children may only be enrolled under one parent. The term spouse includes same sex Domestic Partner.

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

**PPO Participating Dentist**

Advantages of seeing a PPO Dentist include:

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

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

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

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

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

**Non-Participating Dentist (Non-PPO)**

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

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

**COVERED AMOUNT** means

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

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

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

### **ELIGIBILITY**

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

### **DEPENDENT ELIGIBILITY**

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

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

### **TERMINATION OF COVERAGE**

Coverage will terminate at the earliest of:

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

### **EXTENDED COVERAGE**

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

If the Covered Person has a Covered Service Started while still covered under the Contract, but the Covered Service is Completed after Delta Dental no longer covers the Person, Delta Dental will pay Benefits for the Covered Service as follows:

- No benefit is payable if the Covered Service is Started after the day the Person's coverage ends.
- Benefits are payable only in the amount that would have been payable and subject to the same terms and conditions of the Contract that would have applied, if the Person's coverage was still in effect.
- Benefits are payable only if the Covered Service is Completed within 60 days after the date the Person's coverage ended.

## **HOW TO USE THE DELTA DENTAL PLAN**

### **How to Find a Dentist**

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

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

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

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

### **CLAIMS SUBMISSION**

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

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

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

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

### **PRE-TREATMENT ESTIMATE**

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

### **COVERED DENTAL SERVICES**

#### **DIAGNOSTIC, PREVENTIVE AND ADJUNCTIVE BENEFITS**

Delta Dental will pay that percentage shown on the Summary of Dental Plan Benefits of the Covered Amount for the following Covered Services.

**Diagnostic** – certain Services performed to assist the Dentist in evaluating the existing conditions and determining the dental care required.

- Oral Examination – to include initial, periodic, or emergency
- Dental X-Rays – to include complete (full mouth) series, single x-rays, or bitewings.

**Preventive** – certain Services performed to prevent the occurrence of dental abnormalities or disease.

- Dental Cleaning – to include removal of all deposits and/or stains, and polishing as a single complete service.

**Adjunctive** – certain additional Services including emergency palliative treatment performed as a temporary measure that does not affect a definite cure.

### **Limitations on Diagnostic, Preventive and Adjunctive Benefits**

- a) Benefits for oral examinations and cleanings (adult and child), and/or any procedure that includes any component of cleaning, will not be provided more than twice in a plan year unless documentation of special need is provided. For payment purposes, an adult cleaning is not a benefit for persons under age 14. Diagnosis, treatment planning or consultation by the treating Dentist (or other person legally permitted to perform such Services by authority of license), are considered components of a complete oral examination.
- b) Topical fluoride application is a benefit only through age 15 and only once in a plan year.
- c) Benefit for full mouth x-rays is made only after 36 months have elapsed following any prior provision of payment for full mouth x-rays under any Delta Dental plan unless documentation of special need is provided. Benefit for supplementary bitewing individual x-rays is provided twice in a plan year while the patient is under any Delta Dental plan. A panoramic survey (which may include bitewing x-rays and/or periapical x-rays) is considered a full mouth x-ray. Total allowance for individual periapical x-rays, intraoral occlusal x-rays, extraoral x-rays and/or bitewing x-rays performed on the same day will not exceed the allowance for full mouth x-rays.
- d) Benefit for space maintainers will only be made for appliances to maintain space for eruption of permanent back teeth in cases of premature loss of primary (deciduous) teeth through age 13.
- e) Adjunctive Services related to another category of Covered Services will be paid at the same percentage as the related category of Covered Services.
- f) Benefits for sealants are limited to one time per tooth in any 36 consecutive month period. Benefit is allowed only for the occlusal surface of decay-free and previously unrestored permanent molars for children through age 16. There is no separate benefit for preparation or conditioning of the tooth or any other procedure associated with the sealant application.

### **BASIC BENEFITS**

Delta Dental will pay that percentage shown on the Summary of Dental Plan Benefits of the Covered Amount for the following Covered Services.

**Basic Restorative** - amalgam fillings (metal fillings) on back teeth, or resin-based composite fillings (white/plastic fillings) on front teeth and preformed shell crowns for treatment of:

- decay which results in visible destruction of hard tooth structure or
- loss of tooth structure due to fracture.

**Oral Surgery** - extractions and certain other surgical Services and associated covered anesthesia and/or related Covered Services.

**Endodontic** - certain Services for treatment of non-vital tooth pulp resulting from disease or trauma.

**Periodontic** - certain Services for treatment of gums and bone supporting teeth.

### **Limitations on Basic Benefits**

- a) Benefit for the same Covered Basic Restorative Service will not be provided more than once in any 12-month period.
- b) Allowance for amalgam fillings (on back teeth) or resin-based composite fillings (on front teeth) may be made toward the cost of more expensive procedures or materials selected. The patient will be responsible for the portion of the Dentist's fee in excess of the Delta Dental allowance.

- c) No Benefits will be provided for treatment of teeth retained in relation to an overdenture.
- d) Benefit for the same Covered Surgical Periodontic Services will not be provided more than once in any 36-month period. Benefit for the same Covered Non-Surgical Periodontic Services will not be provided more than once in any 24-month period.
- e) Benefit for pulpotomy/pulpectomy will be made only for primary (deciduous) teeth.
- f) Periodontal maintenance procedures that include any component of cleaning are limited to 4 per plan year, or a combination of periodontal maintenance procedures and prophylaxis is not to exceed 4 per plan year. Documentation of definitive periodontal treatment must be provided.
- g) A course of treatment for apexification/recalcification (initial, interim, and final visits) is a benefit once per tooth.
- h) Allowance for 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.

### **MAJOR BENEFITS**

Delta Dental will pay that percentage shown on the Summary of Dental Plan Benefits of the Covered Amount for the following Covered Services:

**Special Restorative** - crowns, jackets, cast, fused or other laboratory processed restorations (except preformed shell crowns) for treatment of:

- decay which results in visible destruction of hard tooth structure or
- loss of tooth structure due to fracture

which cannot be restored with amalgam or resin-based composite fillings.

**Other Special Restorative** - buildups (which may or may not include a post) for treatment of decay which result in visible destruction of hard tooth structure or loss of tooth structure due to fracture which cannot be restored with amalgam or resin-based composite fillings.

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

### **Limitations on Major Benefits - Special Restorative and Other Special Restorative**

- a) When two or more similar restorations are used to restore a tooth, allowance will not exceed the Covered Amount for the most inclusive Covered Service.
- b) Benefit for placement of Special Restorative Services will not be provided more than once in any 60-month period involving restorations of the same tooth. This includes any prior provision of Covered Prosthodontic Services involving the same teeth.
- c) Benefit for placement of Other Special Restorative Services will not be provided more than once in any 60-month period involving restorations of the same tooth.
- d) Any laboratory processed Special Restorative Service or Other Special Restorative Service (except preformed shell crowns) is not a benefit for children under the age of 12.
- e) No Benefits will be provided for treatment of teeth retained in relation to an overdenture.
- f) Allowance for Special Restorative Services posterior to the first molar will be limited to the allowance for a full metal restoration. The patient will be responsible for the portion of the Dentist's fee in excess of the Delta Dental allowance.

- g) Allowance for inlays will be limited to the allowance for an amalgam filling on back teeth or resin-based composite on front teeth for the same number of surfaces. The patient will be responsible for the portion of the Dentist's fee in excess of the Delta Dental allowance.

#### **Limitations on Major Benefits - Prosthodontic**

- a) Benefit for replacement of prosthodontic appliances will not be provided more than once in any 60-month period and only if documentation is provided that the appliance is unsatisfactory and cannot be made satisfactory. For removable partial dentures, the 60-month time limitation is not applicable when there is loss of an anchor tooth.
- b) Benefit for placement of prosthodontic Services will not be provided more than once in any 60-month period involving restorations of the same tooth. This includes any prior benefits of Special Restorative Services involving the same teeth.
- c) Allowance for cast based metal or acrylic removable partials and acrylic complete dentures may be made towards the cost of more expensive procedures or materials selected and the patient will be responsible for the portion of the Dentist's fee in excess of the Delta Dental allowance.
- d) Removable temporary partial dentures are a benefit to replace missing permanent front teeth. Allowance may be made toward the cost of more expensive procedures or materials selected and the patient will be responsible for the portion of the Dentist's fee in excess of the Delta Dental allowance.
- e) The surgical placement of implants is not a benefit. The placement of the crown, full or partial denture, or bridge over the implant is a covered benefit once in 60 months for restorations involving the same tooth. This limitation includes any prior Special Restorative or Prosthodontic benefits for the same tooth.
- f) Fixed bridges (fixed partial dentures) and/or cast metal framework partial dentures (removable partial dentures) are not a benefit for persons under age 16.
- g) Fixed and removable prosthodontic appliances are not a benefit in the same arch. Allowance will be limited to the allowance for a removable appliance. Exception will be made when the fixed bridge (fixed partial denture) replaces front teeth.
- h) Benefit for relining or rebase of a prosthodontic appliance will be made only once in any 36-month period. Reline or rebase of a prosthodontic appliance at the time of insertion and/or within 6 months following insertion by the same Dentist is considered a component of the appliance and separate payment will not be made for such relining or rebase. Reline or rebase of an immediate denture is a covered benefit at any time, subject to the limitation of one in 36 months.

#### **IMPLANT BENEFITS**

Covered implants are defined as prosthetic appliances placed into or on bone of the maxilla or mandible (upper or lower jaw) to retrain or support dental prostheses and include:

- Endosseous, transosseous, subperiosteal and endosteal implants
- Implant connecting bars
- Implant repairs
- Implant removal

Benefit for replacement of an implant will be provided only if 60 months have elapsed following the prior placement of the implant.

Delta Dental will pay that percentage up to the maximum amount stated on the summary page.

#### **GENERAL LIMITATIONS - ALL SERVICES**

- a) Completed dental Services are Benefits when provided by a Dentist (or other person legally permitted to perform such Services by authority of license) and are determined under the standards of generally accepted dental practice to be Necessary and appropriate. Benefits will be determined (even if no monies are paid) based on the terms of the Contract and Delta Dental's Processing Guidelines.
- b) 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.
- c) Local anesthesia is considered part of any associated Covered Service. Benefit will be limited to the Covered Amount for the Covered Service.
- d) The Covered Amount for a Covered Service Started but not Completed will be limited to the amount determined by Delta Dental.
- e) A temporary dental Service is considered part of any complete Covered Service. Benefits will be limited to the Covered Amount for the complete Covered Service, unless the temporary Service is specifically included as a Covered Service of this Contract.

#### **EXCLUSIONS**

##### **The following Services are not Benefits:**

- a) Services for injuries or conditions which are compensable under Worker's Compensation or employer's liability laws, or Services which are provided to the Covered Person by any federal or state government agency or are provided without cost to the Covered Person by any municipality, county or other political subdivision, or any Services for which the Covered Person would have no obligation to pay in absence of this coverage, except as such exclusion may be prohibited by law.
- b) Any Covered Service Started when the person was not eligible for such Service under this Contract.
- c) Services for treatment of congenital (present at birth) or developmental (following birth) malformations, except intraoral dental Services for treatment of a condition which is related to or developed as a result of cleft lip and/or cleft palate, unless otherwise included as a Covered Service.
- d) Services for cosmetic reasons.
- e) Services for restoring tooth structure lost from wear, erosion, attrition, abrasion, or abfraction.
- f) Services related to protecting, altering, correcting, stabilizing, rebuilding or maintaining teeth due to improper alignment, occlusion or contour.
- g) Services related to periodontal stabilization of teeth.
- h) Habit appliances, night guards, occlusal guards, athletic mouth guards and gnathological (jaw function) Services, bite registration or analysis, or any related Services.
- i) Pre-medication, analgesia, hypnosis or any other patient management Services (except covered anesthetic Services).
- j) Charges for prescription drugs.
- k) Any Experimental or Investigational Procedures.
- l) Services that may otherwise have been covered, but due to the patient's underlying condition would not prove successful to improve the oral health of the patient.
- m) Any procedures done in anticipation of future need (except Covered Preventive Services).

- n) Hospital costs and any additional fees charged by the Dentist or hospital for hospital services or visits, or charges for use of any facility.
- o) Any anesthesia service not specifically included in Covered Services.
- p) Intraoral grafts when done in areas where a tooth/teeth are not present.
- q) Extraoral grafts (grafting of tissues or other substances from outside the mouth to or into oral tissues), augmentations and/or any associated appliances..
- r) Orthodontic Services including any related diagnostic, preventive or interceptive Services (surgical and other treatment of malalignment of teeth and/or jaws), unless shown as covered on the Summary of Dental Plan Benefits.
- s) Myofunctional therapy or speech therapy.
- t) Services for the treatment of any disturbances of the temporomandibular joint (TMJ), facial pain, or any related conditions, including any related diagnostic, preventive or interceptive Services.
- u) Services not performed in accordance with the laws of the State in which Services are rendered, Services performed by any person other than a person authorized by license to perform such Services, or Services performed to treat any condition, other than an oral or dental disease, malformation, abnormality or condition.
- v) Oral hygiene instructions or dietary instructions.
- w) Completion of forms, providing diagnostic information or records, or duplication of x-rays or other records.
- x) Replacement of lost, stolen or damaged appliances.
- y) Repair of appliances altered by someone other than a Dentist.
- z) Any Services including any associated Services or procedures not specifically included in Covered Services.
- aa) Services for which charges would not have been made if this coverage had not existed, except for Services as provided under Medicaid.
- bb) Missed appointment charges.
- cc) Preventive control programs, including home care items.
- dd) Plaque control programs.
- ee) Self-inflicted injuries.
- ff) Bone grafting when done in the same site as a tooth extraction, apicoectomy or hemisection.

### COORDINATION OF BENEFITS

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

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

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

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

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

- The Plan covering a Covered Person as an Employee, retiree, or shareholder will be primary over the policy or program covering a Covered Person as a Dependent.

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

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

### SUBROGATION

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

### APPEAL PROCESS

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

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

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

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

### HIPAA

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

- a) Not use or further disclose health information protected under HIPAA (Protected Health Information (PHI)) other than as permitted or as required by law;
- b) Ensure that any agents who receive PHI agree to the same restrictions that apply to your employer;

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

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

**Applies to Groups with 20 or more employees.**

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

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

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

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

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

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

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

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

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

**Applies to Groups with less than 20 employees.**

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

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

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

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

- a) The last day of the month after 18 months of continued coverage;
- b) The day the Contract terminates;
- c) The last day of the month that premium has been paid;
- d) The day the person becomes entitled to Medicare;
- e) The day the person becomes eligible for coverage under another group plan; or
- f) In the case of a Dependent child, the day he no longer meets the definition of Dependent.

### **GLOSSARY**

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

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

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

**COMPLETED** means:

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

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

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

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

**DEPENDENT** means

- the Employee's lawful spouse, including common law spouse or same/opposite sex Domestic Partner;
- married or unmarried child(ren) (tax dependent or not) who are under the Dependent Age Limit shown on the Summary of Dental Plan Benefits;
- married or unmarried child(ren) who reach the Dependent Age limit stated on the Summary of Dental Plan Benefits (may not be eligible if they are eligible to enroll in an employer sponsored coverage other than a group health plan of a parent or who are of any age and are medically certified by a physician as disabled. Delta Dental may annually request a copy of the court-ordered guardianship as proof of such handicap or incapacity and dependency. Upon failure to submit such required proof, or when the child is no longer incapacitated, coverage will terminate.

Eligible children include natural children, stepchildren, court-ordered guardianship, children of a domestic partner, adopted children and foster children.

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

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

**EMPLOYEE** means someone who works the minimum number of hours as required 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.

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

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

**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.

## NOTICE OF PRIVACY PRACTICES

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

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

### **How We May Use and Disclose Health Information About You**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Your Rights Regarding Health Information About You**

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

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

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

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

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

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

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

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

### **Changes to this Notice**

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

**Send Written Requests Regarding this Privacy Notice to:**

Privacy Officer  
PO Box 5468  
Denver CO 80217-5468

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

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

## **Delta Dental of Colorado**

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

### **Customer Service:**

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