

**Delta Dental PPO with the
MAC Option 2
Small Group 2-9 plan**



Delta Dental PPO with the MAC Option 2 Summary of Dental Plan Benefits

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

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

Covered Services -	Plan Pays
Diagnostic & Preventive Benefits	
Diagnostic & Preventive Services - Used to diagnose and/or prevent dental abnormalities or disease (includes exams, cleanings and fluoride treatments)	100% of the PPO Dentist's Allowable Fee.
Dental X-Rays - X-rays	100% of the PPO Dentist's Allowable Fee.
Sealants - Used to prevent decay of pits and fissures of permanent back teeth	100% of the PPO Dentist's Allowable Fee.
Basic Benefits	
Basic Restorative Services - Used to repair teeth damaged by disease or injury (for example, fillings)	80% of the PPO Dentist's Allowable Fee
Simple Extractions - Non-surgical extractions, including preoperative and postoperative care	80% of the PPO Dentist's Allowable Fee
Complex Extractions & Oral Surgery - Surgical extractions, including preoperative and postoperative care	10% of the PPO Dentist's Allowable Fee
Endodontic Services - Used to treat teeth with diseased or damaged nerves (for example, root canals)	10% of the PPO Dentist's Allowable Fee
Periodontic Services - Used to treat diseases of the gums and supporting structures of the teeth	10% of the PPO Dentist's Allowable Fee
Major Benefits	
Relines and Repairs - Relines and repairs to bridges and dentures	10% of the PPO Dentist's Allowable Fee
Special Restorative Services - Used when teeth can't be restored with another filling material (for example, crowns)	10% of the PPO Dentist's Allowable Fee
Prosthetic Services - Used to replace missing natural teeth (for example, bridges and dentures)	10% of the PPO Dentist's Allowable Fee
Orthodontic Benefits	
Orthodontic Services (to age 19) - Used to correct malposed teeth and/or facial bones (for example, braces)	10% of the PPO Dentist's Allowable Fee

*** If you do not use a PPO dentist, and your dentist charges more than the PPO Dentist's allowable fee, you will be responsible for any excess. If you see a Premier Dentist, you are responsible for the difference between the PPO Dentist's Allowable Fee and the fee from the Premier Maximum Plan Allowance. If you see a non-participating dentist, you are responsible for the difference between the PPO Dentist's Allowable Fee and the billed charges.**

Maximum Payment - \$2,000 Individual Calendar Year Maximum on Diagnostic & Preventive, Basic, and Major Benefits. Delta Dental's payment for Orthodontic Benefits will not exceed a lifetime maximum of \$500 per eligible person.

Deductible - \$50 deductible per person per benefit year limited to a maximum deductible of \$150 per family per benefit year on Basic and Major Covered Services.

Eligible People - All full time employees. Also eligible are your spouse and your dependent children.

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

Enrollment Type

The enrollment type is Late Enrollment. (A Late Enrollee must be enrolled for 12 consecutive months before any Benefits other than Diagnostic & Preventive will be covered.) LATE ENROLLMENT means enrollment occurring after the period of initial eligibility. The exceptions to this rule are:

- a) an Employee or Dependent who involuntarily loses coverage through another group insurance plan. Involuntary loss of coverage is defined as loss due to death, divorce, loss of job, or termination of benefits by employer. Such Employee or Dependent will be allowed to enroll within 31 days of the loss of coverage with satisfactory proof of coverage loss and will not be considered a Late Enrollee upon enrollment.
- b) a dependent child prior to their 4th birthday may be added on any Contract Anniversary Date. Such child will not be considered a Late Enrollee upon enrollment.

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.

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 Group and Subscriber share the cost of this plan.

Important note: This booklet is not a contract; it is only a summary. The contents of this booklet are subject to the provisions of the Contract, which contains all terms, covenants and conditions of coverage. Benefits will be determined based on the terms of this Contract and Delta Dental's Processing Guidelines.

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

ELIGIBILITY

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

DEPENDENT ELIGIBILITY

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

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

TERMINATION OF COVERAGE

Coverage will terminate at the earliest of:

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

EXTENDED COVERAGE

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

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

- No benefit is payable if the Covered Service is Started after the day the Person's coverage ends.

- Benefits are payable only in the amount that would have been payable and subject to the same terms and conditions of the Contract that would have applied, if the Person's coverage was still in effect.
- Benefits are payable only if the Covered Service is Completed within 60 days after the date the Person's coverage ended.

HOW TO USE THE DELTA DENTAL PLAN

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

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

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.
- Claim forms are submitted directly to Delta Dental by the Dentists.
- You are only responsible for any applicable deductible and coinsurance for covered procedures.
- No balance billing.
- Payment is made directly to the Dentist.

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:

- Claim forms are submitted directly to Delta Dental by the Dentists.
- You are responsible only for applicable deductible and coinsurance for covered procedures.
- No balance billing.
- Payment is made directly to the Dentist.
- The member is responsible for the difference between the PPO Dentist's Allowable Fee and the fee from the Premier Maximum Plan Allowance.

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 PPO Dentist's Allowable Fee and the full fee charged by the Dentist.

How to Find a Dentist

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

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

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

The Delta Dental PPO 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 any 12-month period. 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 12 months.
- c) Benefit for full mouth x-rays is made only after 60 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 once every 12 months 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 14. 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 subject to the cleaning limitations outlined in Diagnostic, Preventive and Adjunctive Benefits.

- 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. 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 reline 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 reline 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.

ORTHODONTIC BENEFITS

Delta Dental will pay that percentage shown on the Summary of Dental Plan Benefits for covered orthodontics. Orthodontics are defined as the services provided by a licensed Dentist 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. (Extraction of teeth is covered under Oral Surgery Benefits.)

Allowance will be based on total case fees to include active treatment and post treatment retention or stabilization and all payments will be on a periodic basis, in accordance with the Dentist's proposed period of active treatment. Separate benefit will not be made for post treatment stabilization.

Limitations on Orthodontic Benefits

- a) No benefits will be provided for:
 - Replacement or repair of appliances.
 - Orthodontic care provided in the treatment of periodontal cases or cases involving treatment or repositioning of the temporomandibular joint or related conditions.

- b) Periodic Orthodontic payments will end upon termination of treatment for any reason prior to completion of the case, or upon termination of the Covered Person's eligibility.
- c) For an Orthodontic treatment plan started prior to the eligibility date of the patient, Delta Dental will begin periodic payments with the first payment due following the patient eligibility date. The maximum benefit will be determined based upon the prior carrier's payment history.
- 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 or implants and/or any associated appliances. Removal of implants or any associated Services.
- r) Myofunctional therapy or speech therapy.
- s) 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.
- t) Services not performed in accordance with the laws of the State in which Services are rendered, Services performed by any person other than a person authorized by license to perform such Services, or Services performed to treat any condition, other than an oral or dental disease, malformation, abnormality or condition.
- u) Oral hygiene instructions or dietary instructions.
- v) Completion of forms, providing diagnostic information or records, or duplication of x-rays or other records.
- w) Replacement of lost, stolen or damaged appliances.
- x) Repair of appliances altered by someone other than a Dentist.
- y) Any Services including any associated Services or procedures not specifically included in Covered Services.
- z) Services for which charges would not have been made if this coverage had not existed, except for Services as provided under Medicaid.
- aa) Missed appointment charges.
- bb) Preventive control programs, including home care items.
- cc) Plaque control programs.
- dd) Self-inflicted injuries.
- ee) Bone grafting when done in the same site as a tooth extraction, implant, apicoectomy or hemisection.

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.

COORDINATION OF BENEFITS

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

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

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

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

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

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

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

SUBROGATION

Delta Dental is entitled to enforce by its direct suit, or as 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.

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.

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.

COVERED AMOUNT means the lesser of the PPO Dentist's Allowable fee or the fee actually charged.

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.

DELTA DENTAL PPO is a preferred provider plan. PPO Dentists provide services at the PPO Discounted Fee Schedule.

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

DEPENDENT means

- the Employee's lawful spouse, including common law spouse;
- an unmarried dependent child under the Dependent Age Limit shown on the Summary of Dental Plan Benefits;
- an unmarried dependent child who reaches the Dependent Age Limit stated on the Summary of Dental Plan Benefits, is incapable of self-support because of physical handicap or mental incapacity that began before reaching the Dependent Age Limit, and is

dependent on the Employee. Delta Dental may annually request a copy of the court-ordered guardianship as proof of such handicap or incapacity and dependency. Upon failure to submit such required proof, or when the child is no longer incapacitated, coverage will terminate.

- *For a child who is over the age of 19, to be considered eligible the child must either have the same legal residence as the parent, or be financially dependent upon the parent*

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

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

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

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.

PPO DENTIST'S ALLOWABLE FEE means the fee from the PPO Discounted Fee Schedule that the PPO Dentist has contractually agreed with Delta Dental to accept for treating Eligible Persons under this plan, or the fee actually charged, whichever is less, for a single procedure.

PPO PARTICIPATING DENTIST means a Dentist licensed to practice who has executed a PPO Dentist Agreement with Delta Dental of Colorado to participate in that program.

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.

“Protected health information” means, with few exceptions, individually identifiable health information that is transmitted or maintained in any form or medium. Delta Dental of Colorado is committed to safeguarding your protected health information. We restrict use and disclosure of protected health information to a limited number of employees, business associates, and other individuals or entities that we have determined need to use or disclose the information for treatment, payment, health care operations, and the other purposes described in this notice.

We are committed to protecting our enrollees’ rights as they relate to protected health information. We acknowledge that, when and as permitted by law, you have a right to:

1. Adequate notice about the uses and disclosures of your protected health information and our legal duties with respect to this information,
2. Request further restrictions on uses and disclosures of your protected health information, and
3. Access, amend, and receive an accounting of disclosures of your protected health information.

The following sections of this notice provide more complete information about our privacy practices, your rights, and our rights and duties with respect to this information.

Uses and Disclosures of Protected Health Information

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.

When using or disclosing protected health information or when requesting protected health information from another covered entity, we make reasonable efforts to limit the protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

In addition, we may use or disclose protected health information to individuals and entities for the purposes described below:

1. **To you and with your written authorization:** We may disclose your protected health information to you in the manner and for the purposes described in the “Your Rights” section of this notice. You may give us written authorization to use your protected health information or to disclose it to anyone for any purpose. If you give us written authorization, you may revoke it at any time by notifying us of your revocation in writing. 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.

2. **To your family and friends:** We may disclose your protected health information to a family member, friend or other person if (a) you provide us written authorization to do so, or (b) you are unable to provide the required authorization because of a medical emergency, accident, or similar situation and we determine that disclosure would be in your best interest. In these situations, we may disclose protected health information to the extent necessary for your health care treatment or payment.
3. **To your employer or other plan sponsor:** We may disclose protected health information to your employer or other sponsor of your dental benefits plan. Without amending the plan documents and without your written authorization, we may disclose summary health information to your employer or other plan sponsor for the purpose of responding to a request for a dental benefits plan proposal or to modify, amend, or replace your dental benefits plan. In similar fashion, we may disclose to your plan sponsor information about whether you have been enrolled, are participating, or are no longer enrolled in the dental benefits plan. Your plan sponsor’s plan document may require or permit other uses and disclosures. Please ask your plan sponsor for a more complete explanation of the sponsor’s uses and disclosures of protected health information.
4. **For underwriting, enrollment, and similar activities:** We may receive protected health information from you, your insurance agent, your plan sponsor, or your plan sponsor’s health benefits consultant and use that information to underwrite, rate, enroll, renew, or respond to a request about your dental benefits plan from any of these individuals or entities.
5. **For marketing:** We may use your protected health information for marketing in limited circumstances permitted by law. For example, we may use your name and address to communicate with you about a health-related product or service that we provide (or payment for that product or service). This means we may communicate with you about changes in our dental care networks; replacement of, or enhancements to, your dental benefits plan; and health-related products or services available only to dental benefits plan enrollees that add value to your plan but are not part of the plan. We may send you newsletters, communicate with you face-to-face, and send you promotional items of nominal value.
6. **For research:** We may use or disclose protected health information for research purposes in limited circumstances permitted by law. We may disclose the information for research purposes if, for example, there are plans in place to protect and destroy personal identifiers at the earliest possible moment, written assurances on limiting the uses of protected health information, and evidence that the research could not be conducted without access to and the use of protected health information.
7. **For public health and safety:** We may disclose protected health information to the extent necessary to avert a serious and imminent threat to your health or safety or the health and safety of others. We may disclose protected health information to a government agency authorized to oversee the health care system or

government programs or contractors, and to public health authorities for public health purposes. We may disclose protected health information to appropriate authorities if we reasonably believe that you are a possible victim of crime, domestic violence, abuse, or neglect.

8. **Required by law:** We may use or disclose protected health information in limited circumstances required by law. For example, we may disclose your protected health information to the U. S. Department of Health and Human Services if the department requests information to determine whether we are complying with federal privacy laws. In addition, we may disclose protected health information to state insurance and health regulatory authorities conducting state insurance or health examinations or when responding to a complaint that you have filed with these or similar government agencies. We may also disclose protected health information when authorized by workers compensation or similar laws and regulations.
9. **Legal proceedings and similar processes:** We may disclose protected health information in response to a court or administrative order, subpoena, discovery request, garnishment, or other lawful proceeding under certain circumstances required by law. We may disclose protected health information to law enforcement officers in response to lawful processes like court orders, warrants, orders, and grand jury subpoenas.
10. **Law enforcement:** We may disclose limited protected health information to law enforcement officers about a suspect, fugitive, material witness, crime victim, or missing person. We may disclose protected health information about an inmate or other person in custody to a law enforcement officer or correctional officer under circumstances required by law. We may disclose protected health information when necessary to assist law enforcement officers to capture an individual who has admitted to participation in a crime or has escaped from custody.
11. **Military and national security:** We may disclose to military authorities protected health information about armed forces personnel under circumstances required by law. We may disclose protected health information to authorized officers for lawful intelligence, counter-intelligence, and other national security activities.

Your Rights

This section explains your rights to:

1. **Request restriction of uses and disclosures of your protected health information:** You may request that we place additional restrictions on our use or disclosure of your protected health information. We are not required to agree to these additional restrictions. However, if we agree, we will abide by our agreement, except in situations in which the restricted information is needed for emergency treatment. To be effective, our agreement to further restrictions must be in writing and signed by our privacy officer. We may terminate an agreement to further restrictions if we inform you of our termination. The termination will be effective for information created or received after we have informed you of our termination.
2. **Access your protected health information:** You have a right to inspect and obtain a copy of your protected health information that we maintain in a designated record set, with limited exceptions. Your request to

inspect or obtain copies of your protected health information must be in writing. You must send your request to our Customer Relations Department listed at the end of this notice. We have 30 days in which to respond to your request. If additional time to respond is necessary, we will notify you. If we do not maintain the protected health information that you have requested but we know where it is maintained, we will tell you where to send your request for access. We may discuss the scope, format, and other aspects of the request with you if the discussion is necessary for a timely response. If you request photocopies of protected health information, we may charge a reasonable cost-based fee that includes only the cost of copying, staff time to copy, postage, and preparing an explanation or summary of the requested information if you tell us in advance that you only want a summary. You may request copies of protected health information that we maintain in a format other than photocopies. We will respond in the format that you request if the protected health information is readily producible in that format. If you request a format other than photocopies, we may charge you a cost-based fee for providing the information in that format. You may get in touch with the Customer Relations Department identified at the end of this notice for more information about access. **You may access your designated record set at the Delta Dental web site at www.deltadentalco.com.**

3. **Amend your protected health information:** You have the right to have us amend protected health information or a record about you in a designated record set for as long as the protected health information or record is maintained in the designated record set. You must make the request in writing, direct it to the Customer Relations Department listed at the end of this notice, and explain why your information should be amended. We will act on your request for an amendment no more than 60 days after we receive it. We may extend the time to respond by no more than 30 days if we do so in the manner permitted by law. If we accept your request to amend the protected health information, we will make reasonable efforts to notify (a) people you identify to us as having received the protected health information and need the amendment and (b) other people, including business associates, that we know have the protected health information and may have relied, or could foreseeably rely, on the information to your detriment. We may deny your request for amendment if we did not create the protected health information that you wish to have amended or for other reasons. We will provide you a written explanation of our reasons if your request is denied. You may respond with a statement of disagreement. We will append your statement of disagreement to your protected health information or record if you ask us to do so.
4. **Request an accounting of disclosures of your protected health information:** You have a right to receive information about instances in which our business associates or we have disclosed your protected health information, with limited exceptions. The exceptions include information we disclose for treatment, payment, or health care operations and information we disclose to you or with your written authorization. You must make your request in writing and direct it to the privacy officer identified at the end of this notice. We will provide an accounting of disclosures

from the effective date of the federal privacy rule (which is April 14, 2003) but for a period of no more than six years prior to the date on which the accounting is requested. The information may include the date on which the disclosure was made, the name and address (if we know the address) of the person or entity to which we disclosed protected health information, a description of the information that was disclosed, the reason for the disclosure, or other information that, by law, we may substitute for this information. We will act on your request for an accounting within 60 days after we receive it, unless we extend the time for an additional 30 days in the manner permitted by law. We will provide the first accounting in any 12-month period free of charge. We may impose a reasonable cost-based fee for any subsequent request for an accounting by the same individual within the same 12-month period. We will inform you about the fee in advance and permit you to avoid or reduce the fee by withdrawing or modifying your request for this subsequent accounting.

5. **Receive confidential communications about your protected health information:** You may request that we communicate with you about your protected health information by alternative means or at alternative locations. You must advise us that communication by this means or at this location is necessary to avoid endangering you. You must make the request in writing and direct it to the Customer Relations Department identified at the end of this notice. We will accommodate your request if it is reasonable, specifies the alternative means or location, and permits us to collect premiums and pay claims required by your dental benefits plan.
6. **Receive printed notices of our privacy practices:** If you obtained this notice only from our website or by electronic mail, you have the right to a printed copy. Please get in touch with the Customer Relations Department identified at the end of this notice to obtain a printed copy of this notice.
7. **Obtain additional information about our privacy practices or file a complaint:** If you wish to ask a question about our privacy practices, or file a complaint about a privacy matter, you should contact the privacy officer identified at the end of this notice. You may also submit a written complaint to the U. S. Department of Health and Human Services. We will provide you with the appropriate address at the U. S. Department of Health and Human Services upon request. We will not retaliate against you in any way if you choose to file a complaint with us or with the department.

Our Rights and Other Duties

We are required by federal and state privacy law to make reasonable efforts to ensure the privacy of protected health information that we maintain. We are also required to provide you this notice of our privacy practices, your rights, and our rights and duties with respect to protected health information. We will adhere to the privacy practices described in this notice while it is in effect. This notice takes effect on April 14, 2003 or your effective date under our group dental benefits plan, whichever of the two dates is later.

We reserve the right to change our privacy practices and the terms of this notice at any time, provided these changes are required or permitted by law. Any new terms of our notice will be effective for all protected health information that we maintain, including protected health information that we created before we make the changes. Before we make any material change in our privacy practices, we will change this notice and send the new notice to our dental services plan subscribers who are enrolled at the time of the change. You may request a copy of this notice at any time.

Your Contact Person for Privacy Matters

To exercise your rights under this notice to amend, access, restrict, or receive confidential communications of your protected health information or to request a printed copy of our Notice of Privacy Practices, contact us at:

Customer Relations Department
PO Box 173803
Denver Co 80217-3803
Phone: 303-741-9305, 800-610-0201
Fax: 303-741-2116
Email: Customer_service@ddpco.com

To request an accounting of disclosures of your protected health information, to file a complaint about a privacy matter, or for more information about our privacy practices, you should contact us at:

Privacy Officer
PO Box 5468
Denver Co 80217-5468
Phone: 303-741-9300, 800-233-0860
Fax: 303-741-9338
Email: Privacy@ddpco.com

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

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

Delta Dental of Colorado

4582 South Ulster Street, Suite 800
Denver, CO 80237-2567
(303) 741-9300

Customer Service:

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