

GROUP DENTAL PLAN
FOR
UNIVERSITY OF COLORADO
and AFFILIATES

University of Colorado #6042
University of Colorado – Cobra #96042
University of Colorado Hospital #1649
University Physicians, Inc. #1650

PPO PROGRAM

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ELIGIBILITY..... 1
 DEPENDENT ELIGIBILITY..... 1
TERMINATION OF COVERAGE..... 1
 EXTENDED COVERAGE 1
HOW TO USE THE DELTA DENTAL PLAN..... 1
CLAIMS SUBMISSION 2
PRE-TREATMENT ESTIMATE..... 2
COVERED DENTAL SERVICES 2
 DIAGNOSTIC, PREVENTIVE AND ADJUNCTIVE SERVICES 2
 BASIC SERVICES 2
 MAJOR SERVICES 3
 ORTHODONTIC BENEFITS 4
GENERAL LIMITATIONS - ALL SERVICES 4
EXCLUSIONS 4
COORDINATION OF BENEFITS 5
SUBROGATION 5
APPEAL PROCESS..... 5
HIPAA 5
COBRA (CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985) 6
GLOSSARY 6
DENTAL TERMINOLOGY 7
NOTICE OF PRIVACY PRACTICES 8



Delta Dental PPO
Summary of Dental Plan Benefits
UNIVERSITY OF COLORADO and AFFILIATES

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 dentist that does not participate in any of Delta Dental's programs, you may have more out-of-pocket costs.**

Control Plan – Delta Dental of Colorado

Plan Year – The plan year will run from July 1st through June 30th

Covered Services -	PPO Dentist		Delta Dental Premier or Non-Participating Dentist	
	Plan Pays	You Pay	Plan Pays	You Pay
Diagnostic , Preventive and Adjunctive Services				
Diagnostic & Preventive Services - Used to diagnose and/or prevent dental abnormalities or disease (includes exams, cleanings and fluoride treatments)	100%	0%	100%	0%
Dental X-Rays - X-rays	100%	0%	100%	0%
Sealants - Used to prevent decay of pits and fissures of permanent back teeth	100%	0%	100%	0%
Basic Restorative Services				
Basic Restorative Services - Used to repair teeth damaged by disease or injury (for example, fillings)	80%	20%	60%	40%
Endodontic, Periodontic and Oral Surgery Services				
Oral Surgery Services - Extractions and dental surgery, including preoperative and postoperative care	70%	30%	50%	50%
Endodontic Services - Used to treat teeth with diseased or damaged nerves (for example, root canals)	70%	30%	50%	50%
Periodontic Services - Used to treat diseases of the gums and supporting structures of the teeth	70%	30%	50%	50%
Major Services				
Relines and Repairs - Relines and repairs to bridges and dentures	50%	50%	40%	60%
Special Restorative Services - Used when teeth can't be restored with another filling material (for example, crowns and implants)	50%	50%	40%	60%
Prosthetic Services - Used to replace missing natural teeth (for example, bridges and dentures)	50%	50%	40%	60%
Orthodontic Services				
Orthodontic Services: Children to age 19	50%	50%	40%	60%

Child Dependent Age Limit is to the end of the month in which they attain age 27.

Also eligible are your spouse, common law spouse, or Same Gender Domestic Partner (SGDP) and your eligible dependent children to the end of the month in which they turn the dependent age shown above.

Maximum Payment - \$2,000 Individual Plan Year Maximum on Diagnostic & Preventive, Basic, and Major Benefits. Delta Dental's payment for Orthodontic Benefits will not exceed a lifetime maximum of \$1,500 per eligible dependent.

Deductible -

PPO Dentist - \$50 deductible per person per benefit year on Basic Restorative, Endodontic, Periodontic, Oral Surgery and Major Covered Services.

Delta Dental Premier or Non-Participating Dentist - \$75 deductible per person per benefit year on Basic Restorative, Endodontic, Periodontic, Oral Surgery and Major Covered Services.

If a patient received services from a PPO dentist and also from a Non-PPO dentist a separate deductible applies for each type of provider.

Enrollment Types

Open Enrollment. Open Enrollment means a period of time prior to July 1st 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.

Tied-To-Medical. The medical and Delta Dental plans are offered as a package. Employees enrolled in the medical plan are automatically enrolled in a dental plan. Employees may elect dental coverage for any dependents whether or not they are enrolled in the medical plan.

Colorado counties without Premier or PPO Providers are Bent, Costilla, Crowley, Gilpin, Jackson, Kiowa, Mineral, Rio Blanco, Saguache, San Juan, 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 Summary of Dental Plan Benefits for your Group Dental Plan is issued separately and is hereby incorporated into this book.

ELIGIBILITY

All eligible employees and their dependents who enroll will be covered on the effective date. All new employees will become effective on the day eligibility has been established by the University of Colorado. Your Dependents who are covered are your spouse, common law spouse, or SGDP and your eligible dependent 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.
- 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, 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:

- 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 responsible only for applicable deductible and coinsurance for covered procedures.
- No balance billing.
- Payment is made directly to the Dentist.

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.

How to Find a Dentist

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

Internet: You may log onto Delta Dental's website 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 SERVICES

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 Evaluation – 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 Services

- a) Benefits for oral examinations will not be provided more than twice in any plan year. 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) Benefits for cleanings (adult and child), and/or any procedure that includes any component of cleaning, will not be provided more than twice in any plan year. For payment purposes, an adult cleaning is not a benefit for persons under age 14. For individuals with the conditions listed below, 2 additional cleanings (or any procedure that includes a component) will be provided during any plan year

- People who are diabetic and have documented periodontal (gum) conditions or;
 - Women who are pregnant and have documented periodontal (gum) conditions or;
 - People with cardiovascular disease who have documented periodontal (gum) conditions or;
 - People with kidney failure or who are undergoing dialysis and;
 - People who have an immune system which is suppressed because of chemotherapy or radiation treatment, HIV Positive status, Organ Transplant, or stem cell (bone marrow) transplant.
- c) Topical fluoride application is a benefit only to children through the end of the year in which they attain age 16, and is a benefit only twice in a plan year.
 - d) 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.
 - e) 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 for children through the end of the year in which they attain age 16.
 - f) Adjunctive Services related to another category of Covered Services will be paid at the same percentage as the related category of Covered Services.
 - g) 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 the end of the year in which they attain age 16. There is no separate benefit for preparation or conditioning of the tooth or any other procedure associated with the sealant application.

BASIC SERVICES

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 restorations (metal fillings) on back teeth, or resin-based composite restorations (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 Services

- 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 restorations (on back teeth) or resin-based composite restorations (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 unless documentation of special need is provided. Benefit for the same Covered Non-Surgical Periodontic Services will not be provided more than once in any 24-month period unless documentation of special need is provided.
- 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 SERVICES

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, implants, 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 restorations.

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 restorations.

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 Services - 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 Services - 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 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.

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 covered 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. 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.
- 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.

COORDINATION OF BENEFITS

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

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

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

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

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

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

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

SUBROGATION

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

APPEAL PROCESS

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

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

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

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

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)

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. Termination of service for any reason except gross misconduct is a qualifying event, as well as a reduction in hours. Coverage can be continued for 18 months for these qualifying events.

For a covered Dependent, a qualifying event includes termination of the Employee's service, the Employee becoming entitled to Medicare, and the Employee's death, divorce, or legal separation. The date a Dependent no longer meets the definition of Dependent is also a qualifying event. Coverage can be continued for 36 months after the initial qualifying event.

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. 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.

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.

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

- 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.

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 or Same Gender Domestic Partner (SGDP), including common law spouse;
- An Employee's son, daughter, stepson, stepdaughter or eligible foster child, including a legally adopted individual or an individual who is lawfully placed with the Employee for legal adoption, or a child for whom the Employee has established parental responsibility (as evidenced by court documents), or a son or daughter of a Employee's SGDP, including a legally adopted individual or an individual who is lawfully placed with the Employee's SGDP for legal adoption, or a child for whom the Employee's SGDP has established parental responsibility (as evidenced by court documents), may be covered under the terms of this Benefits Booklet through the end of the calendar month in which the child turns 27

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.

DENTAL TERMINOLOGY

Amalgam: A mixture of two or more metals in combination with mercury used as a restorative material.

Anesthesia: The Loss of sensation or feeling with or without loss of consciousness.

Anterior: Front. The first six teeth in the upper and lower jaw.

Bitewing: X-ray film; generally diagnostic to detect the presence of dental decay.

Bridge: (Fixed) An appliance replacing missing or extracted natural teeth, supported and held by attachments to restored (abutment) teeth and usually not removable.

Cast: Reproduction of the form of all or part of the dental arch (teeth and tissues) made from plaster or stone.

Crown: The portion of a human tooth covered by enamel. A dental prostheses restoring the function and esthetics of part or whole of the coronal portion of the natural tooth; usually composed of gold, porcelain, or acrylic resin.

Denture: An artificial substitute for missing natural teeth, either being complete (full) or partial.

Denture Reline: To resurface the tissue-borne areas of a denture with a new material.

Endodontics: A specialty area of dentistry concerned with diagnosis and treatment of diseases of the pulp chamber and canals.

Extraction: The separation and surgical removal of a tooth from its natural state.

Flouride Treatment: A topical application of a solution of a fluoride to the teeth to protect against decay.

Impacted Tooth: Condition in which the un-erupted or partially erupted tooth is positioned against another tooth, bone or soft tissue, thereby preventing complete eruption of the tooth.

Implantation: An insert into bone to support a crown or crowns, a partial denture or complete denture.

Inlay: A cast restoration prepared outside the mouth and cemented in a cavity preparation that is designed to restore two or three surfaces of the tooth. The remaining tooth margins are intact.

Onlay: A restoration that restores one or more cusps and adjoining occlusal surfaces or the entire occlusal surface and is retained by mechanical or adhesive means.

Oral Hygiene Instruction: Instruction on proper care of teeth.

Palliative: Action that relieves pain but is not curative.

Panorex: X-ray film that shows the curve of each dental arch and all the teeth therein; full mouth x-ray.

Partial Denture: An artificial device which replaces one or more but less than all of the natural teeth and associated structures that are supported by the teeth, being either removable or fixed.

Periodontics: The study and treatment of the gingival tissues; the tissues supporting the teeth.

Prophylaxis: A procedure of removing plaque, calculus and stains from tooth surfaces by scaling and polishing techniques; Cleaning.

Rebase: A process of refitting a denture by replacement of the denture base material.

Reline: To resurface the tissue side of a denture with new base material to make it fit more accurately.

Resin: Organic substances that may be solid or semi-solid in form. Resins are used as a filling material and are named according to their chemical composition, physical structure and means of activation or curing.

Restoration: The term applied to the end result of repairing and restoring or reforming the shape, form, and function of part or all of a tooth.

Root Canal Therapy: Treatment of a tooth having a damaged pulp, usually performed by completely removing the pulp, sterilizing the pulp chamber and root canals, and filling these spaces with insert sealing material.

Sealants: Protective covering applied to the occlusal surfaces of permanent bicuspid and molars to prevent decay in children's teeth.

Space Maintainer: A fixed or removable appliance designed to preserve the space created by the premature loss of a tooth.

Temporomandibular Joint: The connecting hinge mechanism between the mandible (lower jaw) and the base of the skull (temporal bone).

NOTICE OF PRIVACY PRACTICES

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

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

How We May Use and Disclose Health Information About You

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

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

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

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

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

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

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

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

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

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

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

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

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

Your Rights Regarding Health Information About You

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

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

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

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

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

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

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

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

Changes to this Notice

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

Send Written Requests Regarding this Privacy Notice to:

Privacy Officer
PO Box 5468
Denver CO 80217-5468

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

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

Delta Dental of Colorado

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Customer Service:

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