



**Delta Dental Contract  
Delta Dental PPO (Standard)  
For  
University of Toledo Student Dental Plan**

This Contract ("Contract") is entered into by and between University of Toledo Student Dental Plan (the "Contractor") and Delta Dental Plan of Ohio, Inc., an Ohio non-profit corporation ("Delta Dental"). This is a legally binding contract between the Contractor and Delta Dental and is effective on August 11, 2020, the ("Effective Date").

**SECTION I - DECLARATIONS**

The Benefits available are as set forth in this Contract. Delta Dental's liability is limited to the Benefits stated herein; subject to all the terms of this Contract having reference thereto. This Declarations Section and the Summary of Dental Plan Benefits supersedes any contrary provision of the subsequent sections of this Contract.

**A. Effective Date:** 12:01 A.M. Standard Time, August 11, 2020

**B. First Renewal Date:** August 11, 2021

**C. Client Number:** 2438-0001

**D. Rate(s):**

Enrollee only - \$15.00 per month per Enrollee

Enrollee with one dependent - \$30.42 per month per Enrollee

Enrollee with two or more dependents - \$68.53 per month per Enrollee

These rates are contingent upon the enrollment of a minimum of 0 percent of the eligible members of the defined group and their eligible dependents. Rates do not include any applicable claims taxes.


Remove entire Section (F) Indemnification - per legal approval F-0184615

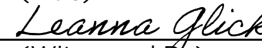
**DELTA DENTAL PLAN OF OHIO, INC.**

**BY:**   
\_\_\_\_\_  
President and CEO

**DATE:** June 29, 2020

**CONTRACTOR**

**BY:**   
\_\_\_\_\_  
(Authorized Signature)  
**Director, Benefits & Wellness**  
(Title)

**BY:**   
\_\_\_\_\_  
(Witnessed By)  
Student Insurance Program Admin.  
\_\_\_\_\_  
(Title)

**DATE:** July 14, 2020

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**Section II. Definitions**

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**A. Contract**

This document, including the Certificate and applicable Summary(ies) of Dental Plan Benefits (the terms of which are incorporated herein), and if applicable, any appendices, supplements, riders, successor agreements, renewal letters, or renewals now or hereafter issued or executed.

**B. Rate**

The amount, per Enrollee and Enrollee classification, the Contractor agrees to pay Delta Dental each month. This amount, or the information necessary to compute it, is specified in the Declarations Section.

Any capitalized terms not defined herein are defined in the Certificate.

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**Section III. Eligibility**

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**A. Eligibility Requirements and Waiting Periods for Members**

Eligibility requirements and waiting periods for Members are set forth in the Certificate and applicable Summary(ies) of Dental Plan Benefits.

**B. General Eligibility Rules**

No person will be eligible for Benefits under this Contract unless the Contractor has either currently enrolled that person as an Enrollee or currently listed or acknowledged that person as a Dependent. Contractor shall provide eligibility information in accordance with Section V.B of this Contract.

**C. Termination of Eligibility**

Eligibility for Benefits will terminate for all Members under this Contract at the earlier of:

1. The termination of this Contract; or
2. Midnight of the last day of the month for which payment has been made if the Contractor fails to make the payments required by this Contract.

Eligibility of an individual Member will also terminate under the following circumstances:

1. The Member ceases to meet the definition of an Enrollee or a Dependent as defined by this Contract.
2. The Member fails to comply with the eligibility requirements of this Contract; or,
3. The Member commits fraud or misrepresentation in the submission of any claim.

A Member whose eligibility is terminated may not continue group coverage under this Contract, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, or comparable, non-preempted state law ("COBRA"). An affiliate of Delta Dental also may offer coverage under an individual direct payment policy to a Member whose eligibility is terminated.

**D. Continuation Coverage - COBRA**

The other provisions of this Contract notwithstanding, eligibility for Benefits will continue for a person who is required to be provided with and elects continuation coverage pursuant to COBRA, provided:

1. Continuation coverage is required to be provided under COBRA, the person elects COBRA coverage and the Contractor notifies Delta Dental that the person is eligible for Benefits under COBRA. Not all employers are subject to the continuation coverage requirements contained in COBRA. For those that are not, this Section III.D. does not apply. Contractor should consult with its legal counsel to determine how and when the law applies.
2. Continuation coverage shall only be in effect up to the first day of the month after the person notifies the Contractor that he or she no longer wants coverage from Delta Dental, the date a COBRA premium payment was due and was not remitted by the end of the COBRA Grace Period, or until the end of that person's continuation coverage period, whichever occurs first.
3. Further, if the Contractor fails to make payments required by this Contract, continuation coverage shall only remain in effect until the last day of the month for which payment has been made to Delta Dental by the Contractor; provided, however, that any payment for COBRA continuation coverage received during a period that is 30 days following the date the COBRA premium payment was due (the "COBRA Grace Period") will provide continuation coverage from the due date. A person's coverage may be retroactively reinstated for the 60-day COBRA "election" period if the Contractor pays the applicable rate for the period within the 45-day period following the date of the COBRA election. Delta Dental may, at its sole option and without notice, continue coverage, if legally required.
4. Continuation coverage will not continue beyond the termination of this Contract.

5. The person who is receiving continuation coverage is responsible for the costs of any services provided after he or she is no longer eligible for continuation coverage under this Section III.D.
6. Contractor shall be solely responsible for identifying Members entitled to COBRA continuation coverage. Contractor shall provide all required notices, collect all necessary payments, and otherwise administer all facets of its COBRA program. In the event that Contractor continues to provide eligibility information to Delta Dental for a Member during the COBRA election period, as opposed to terminating coverage and then retroactively reinstating the Member upon the Member's election of COBRA coverage, Contractor shall be liable for any Benefits paid or Rates due during that period if the Member ultimately does not elect COBRA coverage.
7. The monthly Rate that must be paid on behalf of any person who is provided coverage under this Section III.D. will be based on the COBRA continuation coverage rates in effect during that month.
8. A person who continues coverage will be considered to be a Member under this Contract and the dental care certificate as long as coverage is provided under this Section III.D.
9. Delta Dental does not assume any of the obligations assigned by COBRA to the Contractor or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA), and the Contractor agrees that it will perform those obligations in full.

**E. Loss of Eligibility During Treatment**

1. If a Member loses eligibility while receiving dental treatment, only Covered Services received while that person was eligible under the Contract will be payable.
2. Certain services begun before the loss of eligibility may be covered if they are completed within a 60 day period measured from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental.

**Pre-existing Conditions and Nondiscrimination**

No Person will be refused enrollment based on health status, health care needs, genetic information, previous medical information, disability, age, race, color, national origin, gender identity, sex, or sexual orientation

**Section IV. Benefits**

Delta Dental agrees to provide Benefits to Members in accordance with the terms and conditions set forth in this Contract and the policies and procedures of Delta Dental.

Please note that certain Covered Services provided to individuals age 18 and under are considered Essential Health Benefits and are subject to specific rules concerning applicable Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles, Waiting Periods, and frequency limitations. For a complete list of those services designated as Essential Health Benefits, as well as the applicable rules governing Essential Health Benefits, please see your Summary of Dental Plan Benefits. In the event an individual age 18 and under receives a Covered Service designated as an Essential Health Benefit, the specific Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles, Waiting Periods and frequency limitations found in your Summary of Dental Plan Benefits shall be controlling. In no event will the general frequency limitations set forth in this Contract apply to any of the Covered Services listed as Essential Health Benefits in your Summary of Dental Plan Benefits. The remaining general exclusions and limitations found in this Contract shall only apply to a Covered Service designated as an Essential Health Benefit to the extent those general exclusions and limitations do not conflict with the specific Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles, Waiting Periods and frequency limitations found in your Summary of Dental Plan Benefits.

**Section V. Agreements**

**4. Delta Dental Agrees:**

1. To provide all claims processing, service, and administration of Benefits to Members of the Contractor subject to the terms and conditions of this Contract.
2. To provide to the Contractor, for submission to the Enrollee, a Certificate of the Benefits provided pursuant to this Contract.
3. To endeavor to enlist Dentists to become Participating Dentists in sufficient number to ensure an adequate choice of Dentists, and to make periodic checks as to the adequacy of care provided by Dentists to Members covered by this Contract. Delta Dental is not required to provide a dental appointment to a Member.
4. To contractually require each Participating Dentist to schedule and render all dental treatment provided under this Contract according to the standards of the dental profession in the community in which the dental procedures are rendered.
5. Consistent with any applicable law protecting the confidentiality of a patient's health records, data, or information, to make standard reports available to the Contractor upon request for no additional charge and to provide agreed-to, non-standard reports on a time and materials basis.

6. To provide a copy of the Certificate, Summary(ies) of Dental Plan Benefits and Delta Dental's Notice of Privacy Practices to Contractor for distribution to Enrollees at the Contractor's expense.

**B. Contractor Agrees:**

1. Unless otherwise stated in the Declarations Section of this Contract, to pay Delta Dental the monthly Rate specified in the Declarations Section of this Contract as billed by Delta Dental, with no payment adjustments for updates not yet reflected on the monthly invoice. To ensure timely coverage, unless otherwise stated in the Declaration Section of this Contract, the amount to be paid will be due by the 5<sup>th</sup> of the month of the intended coverage. For example, the premium for April coverage is due on April 5<sup>th</sup>. If payment is not received by the due date, Delta Dental shall, at its sole discretion, have the right to suspend claims processing, unless otherwise stated in the Declaration Section of this Contract. Coverage will terminate effective the first day of the coverage month if Delta Dental receives no payment by the end of the coverage month.

Delta Dental may, at its sole option, send notification to the Contractor of an adjustment in Rates, Benefits, or Copayments to correct potential adverse group experience resulting from the following:

- a. Information provided upon enrollment proves to be in error; or
- b. Terms and provisions of the Contract are materially violated; or
- c. Initial size or composition of the group changes by ten percent (10%) or more unless otherwise set forth in the Declarations section of this Contract; or
- d. Monthly invoices are not paid as billed.

Delta Dental will provide the Contractor written notice 30 days prior to implementing any adjustment. If the Contractor refuses to accept this adjustment, Delta Dental may, in its sole discretion, terminate this Contract.

2. To pay all premiums in accordance with subparagraph 1 above in full, irrespective of any Member contributions or COBRA payments. Delta Dental shall not be responsible for collecting Members' contributions or COBRA payments.
3. To enroll as Members with Delta Dental all eligible employees, retirees or members of the Contractor, including that employee's, retiree's, or member's Dependents, who enroll for Benefits during the enrollment periods set forth in the Certificate. Contractor shall not enroll any employees, retirees, or members of the Contractor, or any such person's Dependents, at any time other than during the enrollment periods set forth in the Certificate. Contractor shall provide to Delta Dental, in a format requested by Delta Dental, an initial enrollment file prior to the initial Effective Date of this Agreement.
4. To provide Delta Dental with all eligibility data needed to process claims under this Contract. Eligibility data shall be provided in a timely manner, which in the case of electronic eligibility files shall in no event be less than monthly, and in the format requested by Delta Dental. Delta Dental will not accept additions, terminations, and/or retroactive eligibility updates more than six (6) months after the date of a Member's change in eligibility. Notwithstanding the foregoing, if the Contractor requests that a Member's eligibility be terminated retroactively and a claim was incurred for that Member or any member of that Member's family after the requested termination date, eligibility for that Member and the Member's entire family will continue at the expense of the Contractor until the end of the month in which the claim was incurred. In no event will any Rate adjustments for time periods greater than six months be made for retroactive terminations, and no credits will be issued for any month in which claims were incurred.
5. To permit Delta Dental, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect the Contractor's records to verify the accuracy of the eligibility data submitted to Delta Dental. In the event of a discrepancy, Contractor agrees to reconcile any errors in payment with Delta Dental.
6. To provide each Enrollee with copies of the Certificate, the applicable Summary of Dental Plan Benefits, and all privacy notices as may be required by any applicable federal or state law, at such intervals as may be required by law from time to time.
7. To pay for any agreed-to, non-standard reports on a time and materials basis.
8. To consult as necessary with its own legal counsel regarding the selected covered benefits and to be responsible for determining all potential tax consequences relating to the covered benefits it selects.

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**Section VI. General Provisions**

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- A. Independent Contractors. Dentists providing services are independent contractors, and neither the Contractor nor Delta Dental will be liable for any act or omission of any Dentist, his or her employees or agents, or any person providing dental or other professional services to Members.
- B. Binding Effect. All Members, by enrolling in This Plan, , are bound by the terms and conditions of this Contract.
- C. Payment Limitations. Delta Dental will make no payment for services or supplies if a claim for such has not been received by Delta Dental within one year following the date the services or supplies were furnished.

- D. Marketing Materials.** Except for those standard documents and materials Delta Dental generates to administer This Plan, neither Party shall publish or distribute any materials regarding This Plan without the prior written approval of the other Party.
- E. Legal Action.** Unless otherwise prohibited by applicable state or federal law, no action or legal claim arising out of or related to this Contract shall be brought against Delta Dental unless Contractor, or the Member, has first provided Delta Dental with at least sixty (60) days advance written notice of such claim. Notwithstanding the foregoing, in any event, no action shall be brought by either Party or a Member more than three years after the legal claim first arose, or after expiration of the applicable statute of limitations, whichever is shorter.
- F. Dispute Resolution.** Delta Dental will establish procedures for resolving all questions raised by a Dentist, Contractor, or a Member in regard to claims for Benefits allowed or denied under the terms of this Contract. These procedures will be used both for the initial determination of those questions and for the resolution of appeals made on the basis of those initial determinations. To the extent the benefit plan sponsored by the Contractor is governed by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), the procedures established for determining the Benefits to which a Member is entitled will comply with the requirements set forth in ERISA Section 503 as applicable to a limited scope dental benefit plan, and the regulations thereunder, for providing a “full and fair review” of all benefit claims. The ERISA-required claims procedures will be set forth in detail in the Certificate that is to be distributed to Enrollees and that describes the Benefits under this Contract. All determinations made according to this procedure will be final and binding on the Dentist, the Contractor, and the Member; provided, however, that the Member may exercise his or her legal rights after this determination as described in the Claims Appeal Procedure contained in the Certificate.
- G. Severability.** If any provision of this Contract is in violation of the laws of the State in which this Contract was issued, that provision shall be deemed to be void, but the invalidation of that provision will not otherwise impair or affect the rest of the Contract. When any provision in this Contract is in conflict with such laws, the rights, duties and obligations of Delta Dental, the Contractor and all Members shall be governed by such laws.
- H. Compliance with Applicable Law.** This Contract is subject to change if, in the future, federal and state laws and regulations require Delta Dental or the Contractor to comply with such laws and regulations. Should any such change to this Contract be necessary by law, the Contractor will receive written notice from Delta Dental informing the Contractor of the reasons for any change to the Contract and the process by which the Contractor will receive an amended Contract.
- I. Additional Services.** Delta Dental may from time to time provide additional services or coverage by rider or other notice. Delta Dental may withdraw those services or coverage at any time after giving notice.
- J. Notices.** Any notice required or permitted to be given by this Contract will be considered given if in writing and personally delivered, or if in writing and deposited in the United States mail with postage prepaid, addressed to the person at their last address of record.
- K. Amendment and Assignment.** No agent has authority to change any part of this Contract. No changes to this Contract will be valid unless both Parties approve them in writing. Delta Dental shall have the discretion to assign its rights and responsibilities under this Contract to an affiliated entity. If Delta Dental chooses to assign its rights and responsibilities, it shall assign them to an appropriately licensed entity capable of performing similar functions at similar levels as Delta Dental. Delta Dental shall serve written notice of the assignment to Contractor and said notice shall provide the name and address of the assignee. Neither this Contract nor any part of it shall be assigned by Contractor without the prior written consent of Delta Dental, and any attempt at assignment by Contractor without such consent by Delta Dental shall be null and void. Subject to the foregoing limitation, this Contract shall be binding upon the parties and their respective successors and assigns.
- L. Subrogation.** To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right the Member may have to recover from another, his or her insurer, or under his or her “Medical Payments” coverage or any “Uninsured Motorist,” “Underinsured Motorist,” or other similar coverage provisions, subject to the Member’s rights under ORC Section 2323.44.
- M. Right of Recovery Due to Fraud.** If Delta Dental pays for services or supplies that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a claim that contains false or misrepresented information, or pays a claim that is determined to be fraudulent due to the acts of the Contractor and/or Member, it may recover that payment from the person or entity that committed such fraud. Delta Dental may recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to the person(s) or entity(ies) that committed such fraud. Delta Dental will provide an explanation of the payment being recovered at the time the deduction is made.
- N. Force Majeure.** Unless otherwise stated in the Declarations Section of this Contract, neither Delta Dental (including its agents, directors, officers, and employees) nor Contractor shall be liable for delays in performance due to circumstances beyond their reasonable control. Each party shall be excused from performance under this Contract and shall have no liability to the other party for any period during which it is prevented from performing any of its obligations (other than payment obligations), in whole or in part, as a result of delays caused by the other

party or by an act of God, war, terrorism, civil unrest, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, , and such nonperformance shall not be a default under or grounds for termination of this Contract. Notwithstanding the foregoing, Force Majeure shall not excuse Contractor's payment obligations under this Contract.

- O. Assignment of Benefits. Unless otherwise stated in the Declarations Section of this Contract, Benefits to Members are for the personal benefit of those Members and cannot be transferred or assigned; provided, however, Delta Dental shall pay Participating Dentists directly on behalf of Members.
- P. Governing Laws. This Contract will be governed by and interpreted under the laws of the State of Ohio.
- Q. Legally Mandated Benefits. If any applicable law requires broader coverage or more favorable treatment for a Member than is provided by this Contract, that law shall control over the language of this Contract.
- R. Entire Agreement. This Contract constitutes the entire agreement between the Parties.
- S. Effect of Errors on Coverage. Typographical or administrative errors shall not deprive a Member of Benefits. Neither shall such errors create any rights to additional benefits not in accordance with all of the terms, conditions, limitations, and exclusions of this Contract.
- T. Bankruptcy or Insolvency. Contractor shall notify Delta Dental immediately in the event of bankruptcy or other insolvency. Delta Dental reserves all rights and remedies with respect to the Contractor's bankruptcy or other insolvency, including but not limited to, the right to automatically terminate or modify performance under this Contract to the extent permitted by applicable law.

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### **Section VII. Coordination of Benefits**

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All Benefits under this Contract shall be subject to the coordination of benefits provision set forth in the Certificate.

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### **Section VIII. Term and Termination**

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This Contract shall remain in full force and effect for the initial term commencing on the Effective Date and continuing until the First Renewal Date, as specified in the Declarations Section. Thereafter, the Contract may be renewed for subsequent terms as specified in the Declarations Section or in a renewal letter, unless Contractor or Delta Dental provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current term. Delta Dental shall have the option of terminating this Contract if:

- A. The Contractor fails to make a required payment before expiration of the Grace Period specified; or
- B. Delta Dental cancels pursuant to Section V.B.1 of this Contract; or
- C. The size of the group changes by ten percent (10%) or more, or the composition of the group materially changes from the time of initial application, and Delta Dental elects not to exercise its rating rights as set forth in Section V.B.1; or
- D. The Contractor permits Enrollees and/or Dependents to enroll in This Plan outside of the Open Enrollment Period and/or the Special Enrollment Periods set forth in the Certificate; or
- E. The Contractor has otherwise materially breached this Contract.

Unless otherwise stated in the Declarations Section of this Contract, the Contractor may terminate this Contract without cause by providing Delta Dental with thirty (30) days prior written notice.

Upon termination of this Contract, the Contractor is liable to Delta Dental for any Rate that was then due and unpaid. In the event this Contract terminates mid-month, Contractor shall be liable to Delta Dental for all premiums due and owing through the end of the month in which termination occurs.

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### **SECTION IX - CONFIDENTIALITY AND DISCLOSURE**

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- A. The Parties acknowledge that in the course of performing under this Contract each Party may be provided with or given access to information, in oral, recorded or written form, that is proprietary and confidential to the other Party (collectively referred to as the "Confidential Information"). Such Confidential Information includes, but is not limited to: information regarding the other Party's management, business, organizational structure, policies, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software, data, databases, system designs, specifications, documentation, code, architecture, structure, algorithms, techniques, processes, protocols, product materials, notes, slides, ideas, Maximum Approved Fees, Allowed Amounts, preferred provider reports, actuarial formulas, providers' personal information, and financial terms of this Contract.
- B. Confidential Information shall not include any information that:
  - 1. Is already known to the Party at the time of the disclosure (as evidenced by written documentation existing at that time);

2. Is generally available to the public or becomes publicly known through no wrongful act of a Party; or
  3. Is received by a Party from a third-party who had a legal right to provide it (as evidenced by written documentation existing at that time).
- C. The Parties each will make all reasonable, necessary and appropriate efforts to safeguard each other's Confidential Information. Each Party will safeguard the other's Confidential Information to the same extent that it safeguards information relating to its own business, which in no event will be less than the safeguards that a reasonably prudent business would exercise under similar circumstances.
- D. Each Party agrees not to use, distribute or exploit each other's Confidential Information, in whole or in part, for its own benefit or that of any third party and will not disclose such Confidential Information to any other person or entity without each other's prior written consent. A Party shall be responsible for any breach of this Contract by its employees, authorized subcontractors, agents or representatives.
- E. Notwithstanding anything to the contrary in this Section, the Parties shall be permitted to disclose Confidential Information as required by order of a court of law, administrative agency, or other governmental body; provided, however, the Party shall provide reasonable advance written notice to the other Party to the extent allowed by law in order to allow that Party the opportunity to seek a protective order or otherwise limit such disclosure, and the disclosing Party shall reasonably cooperate with the other Party to limit any such disclosure or to seek a protective order. If a Party is nonetheless required to disclose the other Party's Confidential Information, said Party shall only disclose the minimum information necessary to respond to the legal request. Notwithstanding the foregoing, Delta Dental shall not be required to provide Contractor notice prior to responding to governmental agency subpoenas regarding potential provider fraud or abuse.



**Delta Dental PPO (Standard)  
Summary of Dental Plan Benefits  
For Group# 2438-0001  
University of Toledo Student Dental Plan**

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.\*

**Control Plan** – Delta Dental of Ohio

**Benefit Year** – August 11 through August 10

Non-EHB Covered Services - include all Covered Services provided to individuals 19 years of age or older as well as any Covered Services provided to individuals age 18 and under which are not covered as an EHB Covered Service. Please note that to the extent an individual age 18 and under receives an EHB Covered Service that is also covered as a Non-EHB Covered Service under this Plan, the difference in Copayment amounts between the EHB Covered Service and the Non-EHB Covered Service may be covered as a Non-EHB Covered Service.

**Non-EHB Covered Services – include all Covered Services that are not Essential Health Benefits (EHB) as defined by the Patient Protection and Affordable Care Act.**

	Delta Dental PPO Dentist	Delta Dental Premier Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays*	Plan Pays*
<b>Diagnostic &amp; Preventive</b>			
<b>Diagnostic and Preventive Services</b> – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
<b>Emergency Palliative Treatment</b> – to temporarily relieve pain	100%	100%	100%
<b>Brush Biopsy</b> – to detect oral cancer	100%	100%	100%
<b>Radiographs</b> – X-rays	100%	100%	100%
<b>Periodontal Maintenance</b> – cleanings following periodontal therapy	100%	100%	100%
<b>Basic Services</b>			
<b>Minor Restorative Services</b> – fillings and crown repair	50%	50%	50%
<b>Simple Extractions</b> – non-surgical removal of teeth	50%	50%	50%

\* When you receive services from a Delta Dental Premier or Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's PPO Dentist Schedule that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per benefit year.
- Prophylaxes (cleanings) are payable twice per benefit year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per benefit year for people age 18 and under.
- Bitewing X-rays are payable once per Benefit Year and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.



- Prefabricated crowns are payable once in any five-year period for people up to age 15.
- Composite resin (white) restorations are payable on posterior teeth.
- Biologic materials to aid in tissue regeneration are not Covered Services.
- Oral surgical services, except non-surgical extractions and brush biopsy, are not Covered Services.
- Full and complete dentures, and services related to dentures are not Covered Services.
- Implants and implant related services are not Covered Services.
- Crowns over implants and their related services are not Covered Services.
- Occlusal guards are not Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

**Maximum Payment for Non-EHB Covered Services** – \$750 per person total per Benefit Year on all services.

**Out-of-Pocket Maximum Payment for Non-EHB Covered Services** – An Out-of-Pocket Maximum is the maximum amount that you or your Eligible Dependent will pay for Covered Services throughout a Benefit Year. There is no Out-of-Pocket Maximum Payment for Non-EHB Covered Services. You will be responsible for all Copayments, Deductibles, and other out-of-pocket expenses associated with all Non-EHB Covered Services provided to you or your Eligible Dependent throughout the Benefit Year.

**Deductible for Non-EHB Covered Services** – \$50 Deductible per person total per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, X-rays, brush biopsy, and periodontal maintenance.

**Waiting Period for Non-EHB Covered Services** – Students who are eligible for dental benefits must be actively enrolled at the Institution of Higher Education.

**Eligible People** – All eligible students that attend the participating Institution of Higher Education of the University of Toledo.

Also eligible are your Spouse and Children to the end of the day on which they turn 26, including your Children who are married, who no longer live with you, who are not your Dependents for Federal income tax purposes, and/or who are not permanently disabled.

Enrollees and dependents choosing this dental plan are required to remain enrolled for a minimum of 12 months. Should an Enrollee or Dependent choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. Dependents may only enroll if the Enrollee is enrolled (except under COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

**Coordination of Benefits** – If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled together on one application or separately on individual applications, but not both. Your Dependent Children may only be enrolled on one application. Delta Dental will not coordinate benefits between your coverage and your Spouse's coverage if you and your Spouse are both covered as Enrollees under This Plan.

Benefits will cease on the date of termination.

Each of the Essential Health Benefits ("EHB") Covered Services listed at the end of this Summary of Dental Plan Benefits are considered Essential Health Benefits, as that term is defined in the Patient Protection and Affordable Care Act, as amended ("PPACA"), to the extent that such Covered Services are provided to an individual age 18 and under ("EHB Covered Services"). In the event an individual age 18 and under receives an EHB Covered Service, that EHB Covered Service shall be subject to the specific Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles, Waiting Periods and frequency limitations set forth below. In no event will the general frequency limitations found in your Certificate apply to any of the EHB Covered Services listed in this Summary of Dental Plan Benefits. The remaining general exclusions and limitations found in your Certificate shall only apply to EHB Covered Services to the extent those general exclusions and limitations do not conflict with the specific Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles, Waiting Periods and frequency limitations found in this Summary of Dental Plan Benefits. An individual will be considered age 18 and under until the end of the Benefit Year in which the individual attains the age of 19.

EHB Covered Services (for individuals age 18 and under)	In-Network		Out-of-Network
	Delta Dental PPO Dentist	Delta Dental Premier Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays*	Plan Pays*
<b>Diagnostic &amp; Preventive</b>			
<b>Diagnostic and Preventive Services</b> - exams, cleanings, fluoride, and space maintainers	100%	90%	90%
<b>Emergency Palliative Treatment</b> - to temporarily relieve pain	100%	90%	90%
<b>Radiographs</b> - X-rays	100%	90%	90%
<b>Sealants</b> - to prevent decay of permanent teeth	100%	90%	90%
<b>Basic Services</b>			
<b>Minor Restorative Services</b> - fillings and crown repair	90%	80%	80%
<b>Oral Surgery Services</b> - extractions and dental surgery	90%	80%	80%
<b>Endodontic Services</b> - root canals	90%	80%	80%
<b>Periodontic Services</b> - to treat gum disease	90%	80%	80%
<b>Relines and Repairs</b> - prosthetic appliances	90%	80%	80%
<b>Other Basic Services</b> - misc. services	90%	80%	80%
<b>Major Services</b>			
<b>Major Restorative Services</b> - crowns	50%	50%	50%
<b>Prosthetic Services</b> - bridges, implants, dentures, and crowns over implants	50%	50%	50%
<b>Orthodontic Services</b>			
<b>Orthodontic Services</b> - medically necessary	50%	50%	50%

\* When you receive services from a Delta Dental Premier or Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's PPO Dentist Schedule that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.

**In-Network Annual Out-of-Pocket Maximum for EHB Covered Services** - An Out-of-Pocket Maximum is the maximum amount that you or an Eligible Person will pay for EHB Covered Services throughout a Benefit Year. The In-Network Annual Out-of-Pocket Maximum shall be \$350 per Benefit Year if this Certificate covers one Eligible Person, or \$700 per Benefit Year if this Certificate covers two or more Eligible Persons. Any Copayments, Deductibles or other out-of-pocket expenses paid by an Eligible Person for In-Network EHB Covered Services provided to an Eligible Person shall count toward that In-Network Annual Out-of-Pocket Maximum. The In-Network Annual Out-of-Pocket Maximum will not include any amounts paid for the following: (i) premiums; (ii) non-covered services; or (iii) Out-of-Network Dentists. Once the applicable In-Network Annual Out-of-Pocket Maximum is reached for the Benefit Year, all In-Network EHB Covered Services provided to an Eligible Person will be covered at 100% of the Maximum Approved Fee.

**Out-of-Network Annual Out-of-Pocket Maximum for EHB Covered Services** - There is no annual Out-of-Pocket Maximum for Out-of-Network EHB Covered Services. Eligible Persons will be responsible for all

Copayments, Deductibles, and other out-of-pocket expenses associated with all Out-of-Network EHB Covered Services provided to Eligible Persons throughout the Benefit Year.

**Annual and Lifetime Maximum Payments for EHB Covered Services** – There are no annual or lifetime Maximum Payments for EHB Covered Services under This Certificate.

**Payment for Orthodontic Services (when medically necessary)** – When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist. Thereafter, Delta Dental will make additional monthly payments based upon the Coinsurance amounts set forth above, your In-Network Out-of-Pocket Maximum for EHB Covered Services, and the agreed upon payment plan provided by your Dentist to Delta Dental..

**Deductibles for EHB Covered Services** – The Deductible for EHB Covered Services is \$50 per individual per Benefit Year, limited to a maximum of \$150 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, X-rays, sealants, and orthodontics.

**Waiting Period for EHB Covered Services** – There are no waiting periods for Eligible Persons age 18 and under seeking EHB Covered Services.

FIX NHWP LANGUAGE

REMOVE FROM BULLETED HCC AREA: Porcelain and resin facings on crowns are optional treatment on posterior teeth.

## **EHB Covered Services**

**The following services are the specific EHB Covered Services under this Certificate to the extent they are received by an individual age 18 and under:**

### **Diagnostic and Preventive Services Examinations/Evaluations**

- D0120 – periodic oral evaluation
- D0140 – limited oral evaluation – problem focused
- D0145 – oral evaluation for a patient age 2 and under
- D0150 – comprehensive oral evaluation
- D0160 – detailed and extensive oral evaluation (problem focused)
- D0180 – comprehensive periodontal evaluation
- ❖ Benefits for the foregoing clinical oral evaluations are payable twice in any Benefit Year, whether provided under one or more Delta Dental plan(s).

### **Cleanings (Prophylaxes)**

- D1110 – prophylaxis – adult
- D1120 – prophylaxis – child
- ❖ Benefits for prophylaxis including periodontal maintenance or scaling in the presence of moderate or severe gingival inflammation are payable twice in any Benefit Year. Benefits for full mouth debridement are payable once in a lifetime.

### **Fluoride Treatment**

- D1206 – topical fluoride varnish
- D1208 – topical application of fluoride (prophylaxis not included)
- ❖ Benefits for topical application of fluoride are payable twice in any Benefit Year.

### **Space Maintainers**

- D1510 – space maintainer – fixed – unilateral – per quadrant
- D1516 – space maintainer – fixed – bilateral, maxillary
- D1517 – space maintainer – fixed – bilateral, mandibular
- D1520 – space maintainer – removable – unilateral – per quadrant

- D1526 – space maintainer – removable – bilateral, maxillary
- D1527 – space maintainer – removable – bilateral, mandibular
- D1551 – re-cement or re-bond of bilateral space maintainer – maxillary
- D1552 – re-cement or re-bond of bilateral space maintainer – mandibular
- D1575 – distal shoe – fixed, unilateral – per quadrant

### **Emergency Palliative Treatment**

- D9110 – palliative (emergency) treatment

### **Radiographs (X-rays)**

- D0210 – intraoral-complete series (including bitewings)
- D0330 – panoramic film
- ❖ Benefits for a complete intraoral radiographic series (including bitewing radiographs) or a panoramic film (with or without bitewing films) are payable once in any five-year period.
- D0220 – intraoral – periapical first film
- D0230 – intraoral – periapical each addl film
- D0240 – intraoral – occlusal film
- D0270 – bitewing – single film
- D0272 – bitewings – two films
- D0273 – bitewings – three films
- D0274 – bitewings – four films
- D0277 – bitewing, vertical, 7 to 8 films
- ❖ Benefits for bitewing images (posterior or vertical) are payable twice in any Benefit Year.

### **Sealants**

- D1351 – sealant – per tooth – unrestored permanent molars
- ❖ Sealants are payable only for the occlusal (biting) surface of unrestored permanent molars, free from decay and restorations.

- ❖ Sealants are a Benefit payable once in any three-year period per tooth.

D1352 - preventive resin restorations in a moderate to high caries risk patient - permanent tooth

- ❖ Payable one sealant per tooth in any three-year period.

D1353 - sealant repair - per tooth

### Basic Services

**Minor Restorative Services** (local anesthesia is considered to be part of restorative procedures)

D2140 - amalgam - one surface, primary or permanent

D2150 - amalgam - two surfaces, primary or permanent

D2160 - amalgam - three surfaces, primary or permanent

D2161 - amalgam - four or more surfaces, primary or permanent

D2330 - resin - based composite - one surface, anterior

D2331 - resin - based composite - two surfaces, anterior

D2332 - resin - based composite - three surfaces, anterior

D2335 - resin - based composite - four or more surfaces (anterior)

- ❖ Tooth preparations, acid etching, adhesives (including resin bonding agents), liners and bases and curing are included as part of the restoration.
- ❖ Benefits for composite resin restorations on posterior teeth are optional treatment. Delta Dental will pay only the amount that it would pay for an amalgam restoration.

D2910 - recement inlay, only or partial coverage restoration

D2915 - recement cast or prefabricated post and core

D2920 - recement crown

D2980 - crown repair

D2981 - inlay repair

D2982 - onlay repair

D2983 - veneer repair

D2990 - resin infiltration/smooth surface

- ❖ Limited to 1 in any 36 month period

D2929 - prefabricated porcelain crown - primary tooth

D2930 - prefabricated stainless steel crown - primary tooth

D2931 - prefabricated stainless steel crown - permanent tooth

- ❖ Stainless steel and porcelain crowns are payable once per tooth in any five-year period.
- ❖ Benefits for stainless steel crowns with esthetic facings, veneers or coatings are optional treatment. Delta Dental will only pay the amount that it would pay for a conventional stainless steel crown.

D2940 - sedative filling

D2951 - pin retention - per tooth, in addition to restoration

### Oral Surgery Services

D7111 - extraction, coronal remnants - primary tooth

D7140 - extraction, erupted tooth or exposed root

D7210 - removal of erupted tooth

D7220 - removal of impacted tooth - soft tissue

D7230 - removal of impacted tooth - partial bony

D7240 - removal of impacted tooth - completely bony

D7241 - removal of impacted tooth - completely bony, with unusual surgical complications

D7250 - removal of residual tooth roots

D7251 - coronectomy - intentional partial tooth removal

D7270 - tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth

D7280 - exposure of an unerupted tooth

D7282 - mobilization of erupted or malpositioned tooth to aid eruption

D7283 - placement of device to facilitate eruption of impacted tooth

D7310 - alveoloplasty, in conjunction with extractions - four or more teeth per quadrant

D7311 - alveoloplasty, in conjunction with extractions - one to three teeth or tooth spaces, per quadrant

D7320 - alveoloplasty, not in conjunction with extractions - four or more teeth per quadrant

D7321 - alveoloplasty, not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant

D7471 - removal of exostosis

D7510 - incision and drainage of abscess - intraoral soft tissue

D7910 - suture of recent small wounds up to 5 cm

D7953 - bone replacement graft for ridge preservation - per site

D7971 - excision of pericoronal gingiva

### Endodontic Services

D3220 - therapeutic pulpotomy (excluding final restoration)

D3221 - pulpal debridement, primary or permanent teeth

D3222 - partial pulpotomy for apexogenesis - permanent tooth with incomplete root development

\*\*\* If a root canal is within 45 days of the pulpotomy, the pulpotomy is not a Covered Service as it is considered a part of the root canal procedure and Benefits are not payable separately.

D3230 - pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration)

D3240 - pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration)

- ❖ Benefit for root canal fillings on primary teeth are limited to primary teeth without succedaneous (replacement) teeth, once per tooth per lifetime.

D3310 - anterior (excluding final restoration)

D3320 - premolar tooth (excluding final restoration)

D3330 - molar tooth (excluding final restoration)

D3346 - retreatment of previous root canal therapy - anterior

D3347 - retreatment of previous root canal therapy - premolar tooth

D3348 - retreatment of previous root canal therapy - molar

D3351 - apexification/recalcification - initial visit (apical closure calcific repair or perforations, root resorptions)

D3352 - apexification/recalcification - interim visit

D3353 - apexification/recalcification - final visit

D3355 - pulpal regeneration - initial visit

D3356 - pulpal regeneration - interim medication replacement

D3357 - pulpal regeneration - completion of treatment

D3410 - apicoectomy surgery - anterior

D3421 - apicoectomy surgery - premolar tooth (first root)

D3425 - apicoectomy surgery - molar (first root)

D3426 - apicoectomy surgery - (each addl root)

D3430 - retrograde filling - per root

D3450 - root amputation - per root

D3920 - hemisection (including any root removal)

### **Periodontic Services**

D4210 - gingivectomy or gingivoplasty - four or more teeth

D4211 - gingivectomy or gingivoplasty - one to three teeth

D4212 - gingivectomy or gingivoplasty - to allow access for restorative procedures

D4240 - gingival flap procedure, including root planing - four or more teeth

D4241 - gingival flap procedure, including root planing - one to three contiguous teeth or bounded teeth or bounded teeth spaces

D4260 - osseous surgery (including flap entry and closure) - four or more contiguous teeth or bounded teeth spaces per quadrant

D4261 - osseous surgery (including flap entry and closure) - one to three contiguous teeth or bounded teeth spaces per quadrant

D4263 - bone replacement graft - retained natural tooth - first site in quadrant

❖ Benefits for the foregoing periodontal surgical services are payable once in any three-year period.

D4249 - clinical crown lengthening - hard tissue

D4270 - pedicle soft tissue graft procedure

D4273 - autogenous connective tissue graft procedures (including donor site surgery)

D4275 - soft tissue allograft

D4277 - free soft tissue graft procedure (including donor site surgery), first tooth, implant, or edentulous tooth position

D4278 - free soft tissue graft procedure (including donor site surgery), each addl contiguous tooth, implant, or edentulous tooth position

D4283 - autogenous connective tissue graft procedure (including donor site surgery) - each addl contiguous tooth, implant, or edentulous tooth position

D4341 - periodontal scaling and root planing, four or more teeth

D4342 - periodontal scaling and root planing, one to three teeth,

❖ Benefits for the foregoing scaling and root planing are payable once, per quadrant, in any two-year period.

D4346 - scaling in presence of moderate or severe gingival inflammation

❖ Benefits for prophylaxis including periodontal maintenance or scaling in the presence of moderate or severe gingival inflammation are payable twice in any Benefit Year. Benefits for full mouth debridement are payable once in a lifetime.

D4355 - full mouth debridement

❖ Full mouth debridement is payable once per lifetime.

D4910 - periodontal maintenance procedures

❖ Benefits for periodontal maintenance following therapy, including adult prophylaxis, are payable four times in any Benefit Year.

D7921 - collect-apply autologous product

❖ Limited to 1 in any 36 month period

### **Relines and Repairs**

D5410 - adjust complete denture - maxillary

D5411 - adjust complete denture - mandibular

D5421 - adjust partial denture - maxillary

D5422 - adjust partial denture - mandibular

D5511 - repair broken complete denture base,

mandibular D5512 - repair broken complete denture base, maxillary

D5520 - replace missing or broken teeth - complete denture

D5611 - repair resin denture base, mandibular

D5612 - repair resin denture base, maxillary

D5621 - repair cast partial framework, mandibular

D5622 - repair cast partial framework, maxillary

D5630 - repair or replace broken clasp, per tooth

D5640 - replace broken teeth - per tooth

D5650 - add tooth to existing partial denture

D5660 - add clasp to existing partial denture, per tooth

D5670 - replace all teeth and acrylic on cast metal framework (maxillary)

D5671 - replace all teeth and acrylic on cast metal framework (mandibular)

D5710 - rebase complete maxillary denture

D5711 - rebase complete mandibular denture

D5720 - rebase maxillary partial denture

D5721 - rebase mandibular partial denture

D5730 - reline complete maxillary denture

D5731 - reline complete mandibular denture

D5740 - reline maxillary partial denture

D5741 - reline mandibular partial denture

D5750 - reline complete maxillary denture (laboratory)

D5751 - reline complete mandibular denture (laboratory)

D5760 - reline maxillary partial denture (laboratory)

D5761 - reline mandibular partial denture (laboratory)

❖ Benefits for the foregoing rebase and reline of a complete or partial denture base are payable once in any three-year period per appliance, six months after the initial installation.

D5850 - tissue conditioning denture (maxillary)

D5851 - tissue conditioning denture (mandibular)

D6930 - recement fixed partial denture

D6980 - fixed partial denture repair by report

### **Other Basic Services**

D0340 - 2D cephalometric images

D0350 - oral/facial photographic images

D0391 - interpretation of diagnostic image

D0470 - diagnostic casts

D9222 - deep sedation/general anesthesia - first 15 min

D9223 - deep sedation/general anesthesia - each subsequent 15 min

D9239 - intravenous conscious sedation/analgesia - first 15 min

D9243 - intravenous conscious sedation/analgesia - each subsequent 15 min

D9310 - consultation

D9610 - therapeutic drug injection, single administration

- D9612 – therapeutic drug injection, two or more administrations, different medications
- D9613 – infiltration of sustained release therapeutic drug – single or multiple sites
- D9930 – treatment of complications (post-surgical)
- D9944 – occlusal guard - hard appliance full arch by report
- D9946 – occlusal guard - hard appliance partial arch by report
- ❖ Benefits for an occlusal guard are payable once per Benefit Year for individuals 13-18 years of age.

## Major Services

### Major Restorative Services

- D2510 – inlay – metallic – one surface, an alternate benefit will be provided
- D2520 – inlay – metallic – two surfaces, an alternate benefit will be provided
- D2530 – inlay – metallic – three surfaces, an alternate benefit will be provided
- D2542 – onlay – metallic – two surfaces
- D2543 – onlay – metallic – three surfaces
- D2544 – onlay – metallic – four or more surfaces
- D2710 – crown – resin-based composite (indirect)
- D2712 – crown – 3/4 resin-based composite (indirect)
- D2720 – crown – resin with high noble metal
- D2721 – crown – resin with predominantly base metal
- D2722 – crown – resin with noble metal
- D2740 – crown – porcelain/ceramic
- D2750 – crown – porcelain fused to high noble metal
- D2751 – crown – porcelain fused to predominantly base metal
- D2752 – crown – porcelain fused to noble metal
- D2753 – crown – porcelain fused to titanium and titanium alloys
- D2780 – crown – 3/4 cast high noble metal
- D2781 – crown – 3/4 cast predominantly base metal
- D2782 – crown – 3/4 cast noble metal
- D2783 – crown – 3/4 porcelain/ceramic
- D2790 – crown – full cast high noble metal
- D2791 – crown – full cast predominantly base metal
- D2792 – crown – full cast noble metal
- D2794 – crown – titanium
- D2950 – core buildup, including any pins
- D2952 – cast post and core in addition to crown
- D2954 – prefabricated post and core in addition to crown
- ❖ Benefits for the foregoing onlays and crowns are payable once per tooth in any five-year period.
- ❖ Benefits for core buildups, cast posts and cores and prefabricated posts are limited to one procedure per tooth.
- ❖ Benefits for plastic, resin, porcelain fused to metal, porcelain and porcelain/ceramic crowns or onlays on posterior teeth are optional treatment. Delta Dental will pay only the amount that it would pay for a full metal crown or metallic onlay.
- ❖ Benefits for inlays, regardless of the material used are optional treatment. Delta Dental will pay only the amount that it would pay for an amalgam or composite resin restoration.

### Prosthodontic Services

- D5110 – complete denture – maxillary
- D5120 – complete denture – mandibular
- D5130 – immediate denture – maxillary
- D5140 – immediate denture – mandibular
- ❖ Benefits for one complete upper and one complete lower denture are payable once in any five-year period.
- D5211 – maxillary partial denture – resin base (including any conventional clasps, rests and teeth)
- D5212 – mandibular partial denture – resin base (including any conventional clasps, rests and teeth)
- D5213 – maxillary partial denture – cast metal framework – resin denture base (including any conventional clasps, rests and teeth)
- D5214 – mandibular partial denture – cast metal framework – resin denture base (including any conventional clasps, rests and teeth)
- D5221 – immediate maxillary partial denture – resin base (including any conventional clasps, rests and teeth)
- D5222 – immediate mandibular partial denture – resin base (including any conventional clasps, rests and teeth)
- D5223 – immediate maxillary partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)
- D5224 – immediate mandibular partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)
- D5225 – maxillary partial denture – flexible base (including any clasps, rests and teeth)
- D5226 – mandibular partial denture – flexible base (including any clasps, rests and teeth)
- D5282 – removable unilateral partial denture – one piece cast metal (including clasps and teeth), maxillary
- D5283 – removable unilateral partial denture – one piece cast metal (including clasps and teeth), mandibular
- D5284 – removable unilateral partial denture – one piece flexible base (including clasps and teeth) – per quadrant
- D5286 – removable unilateral partial denture – one piece resin (including clasps and teeth) – per quadrant
- ❖ Benefits for a partial denture are payable only once per arch in any five-year period.
- ❖ Benefits for overdentures are optional treatment. Delta Dental will pay only the amount that it would pay for a conventional denture.
- D6010 – endosteal implant
- D6012 – surgical placement of interim implant body
- D6040 – eposteal implant
- D6050 – transosteal implant, including hardware
- D6055 – connecting bar – implant or abutment supported
- D6056 – prefabricated abutment
- D6057 – custom abutment
- D6058 – abutment supported porcelain/ceramic crown
- D6059 – abutment supported porcelain fused to high noble metal
- D6060 – abutment supported porcelain fused to predominantly base metal crown
- D6061 – abutment supported porcelain fused to noble metal crown
- D6097 – abutment supported crown – porcelain fused to titanium and titanium alloys

D6062 – abutment supported cast high noble metal crown

D6063 – abutment supported cast predominantly base metal crown

D6064 – abutment supported cast noble metal crown

D6094 – abutment supported titanium crown

D6065 – implant supported porcelain/ceramic crown

D6066 – implant supported porcelain fused to high metal crown

D6082 – implant supported crown – porcelain fused to predominantly base alloys

D6083 – implant supported crown – porcelain fused to noble alloys

D6084 – implant supported crown – porcelain fused to titanium and titanium alloys

D6067 – implant supported metal crown

D6086 – implant supported crown – predominantly base alloys

D6087 – implant supported crown – porcelain fused to noble alloys

D6088 – implant supported crown – porcelain fused to titanium and titanium alloys

D6068 – abutment supported retainer for porcelain/ceramic FPD

D6069 – abutment supported retainer for porcelain fused to metal FPD

D6070 – abutment supported retainer for porcelain fused to predominantly base metal FPD

D6195 – abutment supported retainer – porcelain fused to titanium and titanium alloys

D6071 – abutment supported retainer for porcelain fused to noble metal FPD

D6072 – abutment supported retainer for cast high noble metal FPD

D6073 – abutment supported retainer for cast predominantly base metal FPD

D6074 – abutment supported retainer for cast noble metal FPD

D6194 – abutment supported retainer for titanium FPD

D6075 – implant supported retainer for ceramic FPD

D6076 – implant supported retainer for porcelain fused to high noble metal FPD

D6098 – implant supported retainer – porcelain fused to predominantly base alloys

D6099 – implant supported retainer for FPD – porcelain fused to noble alloys

D6120 – implant supported retainer for FPD – porcelain fused to titanium and titanium alloys

D6077 – implant supported retainer for cast metal FPD

D6121 – implant supported retainer for metal FPD – predominantly base alloys

D6122 – implant supported retainer for metal FPD – noble alloys

D6123 – implant supported retainer for metal FPD – titanium and titanium alloys

D6080 – implant maintenance procedures

D6081 – scaling and debridement in the presence of inflammation or mucositis of a single implant

D6090 – repair implant prosthesis

D6091 – replacement of semi-precision or precision attachment

D6092 – recement implant/abutment supported crown

D6093 – recement implant/abutment supported fixed partial denture

D6095 – repair implant abutment

D6096 – remove broken implant retaining screw

D6100 – implant removal

D6101 – debridement periimplant defect,

D6102 – debridement and osseous periimplant defect

D6103 – bone graft periimplant defect

D6104 – bone graft implant replacement

D6114 – implant/abutment supported fixed denture for edentulous arch – maxillary

D6115 – implant/abutment supported fixed denture for edentulous arch – mandibular

D6116 – implant/abutment supported fixed denture for partially edentulous arch – maxillary

D6117 – implant/abutment supported fixed denture for partially edentulous arch – mandibular

D6190 – implant index

- ❖ Benefits for the foregoing abutments and implants are payable once in any five-year period.
- ❖ Benefits for implant/abutment supported complete or partial dentures are optional treatment. Delta Dental will only pay the amount that it would pay for a conventional denture.

D6205 – pontic – indirect resin based composite

D6210 – pontic – cast high noble metal

D6211 – pontic – cast predominantly base metal

D6212 – pontic – cast noble metal

D6214 – pontic – titanium

D6240 – pontic – porcelain fused to high noble metal

D6241 – pontic – porcelain fused to predominantly base metal

D6242 – pontic – porcelain fused to noble metal

D6243 – pontic – porcelain fused to titanium and titanium alloys

D6245 – pontic – porcelain/ceramic

D6250 – pontic – resin with high noble metal

D6251 – pontic – resin with predominantly base metal

D6252 – pontic – resin with noble metal

D6545 – retainer – cast metal for resin bonded fixed prosthesis

D6548 – retainer – porcelain/ceramic for resin bonded fixed prosthesis

D6549 – resin retainer – for resin bonded fixed prosthesis

D6600 – inlay – porcelain/ceramic, two surfaces

D6601 – inlay – porcelain/ceramic, three or more surfaces

D6602 – inlay – cast high noble metal, two surfaces

D6603 – inlay – cast high noble metal, three or more surfaces

D6604 – inlay – cast predominantly base metal, two surfaces

D6605 – inlay – cast predominantly base, three or more surfaces

D6606 – inlay – cast noble metal, two surfaces

D6607 – inlay – cast noble metal, three or more surfaces

D6624 – inlay – titanium

D6608 – onlay – porcelain/ceramic, two surfaces

D6609 – onlay – porcelain/ceramic, three or more surfaces

D6610 – onlay – cast high noble metal, two surfaces

D6611 - onlay - cast high noble metal, three or more surfaces  
 D6612 - onlay - cast predominantly base metal, two surfaces  
 D6613 - onlay - cast predominantly base, three or more surfaces  
 D6614 - onlay - cast noble metal, two surfaces  
 D6615 - onlay - cast noble metal, three or more surfaces  
 D6634 - onlay - titanium  
 D6710 - retainer crown - indirect resin based composite  
 D6720 - retainer crown - resin with high noble metal  
 D6721 - retainer crown - resin with predominantly base metal  
 D6722 - retainer crown - resin with noble metal  
 D6740 - retainer crown - porcelain/ceramic  
 D6750 - retainer crown - porcelain fused to high noble metal  
 D6751 - retainer crown - porcelain fused to predominantly base metal  
 D6752 - retainer crown - porcelain fused to noble metal  
 D6753 - retainer crown - porcelain fused to titanium and titanium alloys  
 D6780 - retainer crown - 3/4 cast high noble metal  
 D6781 - retainer crown - 3/4 cast predominantly base metal  
 D6782 - retainer crown - 3/4 cast noble metal  
 D6783 - retainer crown - 3/4 porcelain/ceramic  
 D6784 - retainer crown - 3/4 titanium and titanium alloys  
 D6790 - crown - full cast high noble metal  
 D6791 - crown - full cast predominantly base metal  
 D6792 - crown - full cast noble metal  
 D6794 - crown - titanium

- ❖ Benefits for the foregoing pontics, inlays, onlays, retainers and crowns are payable only once in any five-year period.
- ❖ Benefits for all porcelain/ceramic bridges are optional treatment. Delta Dental will only pay the

amount that it would pay for a conventional fixed bridge.

### **Orthodontic Services**

D8010 - limited orthodontic treatment of primary dentition  
 D8020 - limited orthodontic treatment of transitional dentition  
 D8030 - limited orthodontic treatment of adolescent dentition  
 D8040 - limited orthodontic treatment of adult dentition  
 D8050 - interceptive orthodontic treatment of primary dentition  
 D8060 - interceptive orthodontic treatment of transitional dentition  
 D8070 - comprehensive orthodontic treatment of transitional dentition  
 D8080 - comprehensive orthodontic treatment of adolescent dentition  
 D8090 - comprehensive orthodontic treatment of adult dentition  
 D8210 - removable appliance therapy  
 D8220 - fixed appliance therapy  
 D8660 - pre-orthodontic treatment visit  
 D8670 - periodic orthodontic treatment visit (as part of contract)

- ❖ Benefits for the foregoing Orthodontic Services are payable only to the extent said services are "medically necessary" and only for age 18 and under.

D8680 - orthodontic retention (removal of appliances, construction and placement of retainer(s))

- ❖ Benefits for the foregoing Orthodontic Service are payable only to the extent said services are "medically necessary" and only for age 18 and under.
- ❖ Benefits for orthodontic retention are payable whether billed in conjunction with other orthodontic services or billed separately.





# Delta Dental PPO™

## EHB Compliant Plan

Welcome!

Your dental program is administered by Delta Dental Plan of Ohio, Inc., a nonprofit health-insuring corporation doing business as Delta Dental of Ohio. Delta Dental of Ohio is the state’s dental benefits specialist. Good oral health is a vital part of good general health, and your Delta Dental program is designed to promote regular dental visits. We encourage you to take advantage of this program by calling your Dentist today for an appointment.

This Certificate, along with your Summary of Dental Plan Benefits, describes the specific benefits of your Delta Dental program and how to use them. If you have any questions about this program, please call our Customer Service department at 800-524-0149 or access our website at [www.DeltaDentalOH.com](http://www.DeltaDentalOH.com).

You can easily verify your own Benefit, Claims and eligibility information online 24 hours a day, seven days a week by visiting [www.DeltaDentalOH.com](http://www.DeltaDentalOH.com) and selecting the link for our Consumer Toolkit®. The Consumer Toolkit® will also allow you to print Claim forms and ID cards, select paperless Explanation of Benefits statements (EOBs), search our Dentist directories, and read oral health tips.

We look forward to serving you!

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*Please read this Certificate together with the Summary of Dental Plan Benefits. The Summary of Dental Plan Benefits lists the specific provisions of your group dental plan. If a statement in the Summary conflicts with a statement in this Certificate, the statement in the Summary applies to This Plan and you should ignore the conflicting statement in this Certificate.*

**NOTICE: IF YOU OR YOUR FAMILY MEMBERS ARE COVERED BY MORE THAN ONE HEALTH CARE AND/OR DENTAL CARE PLAN, YOU MAY NOT BE ABLE TO COLLECT BENEFITS FROM BOTH PLANS. EACH PLAN MAY REQUIRE YOU TO FOLLOW ITS RULES OR USE SPECIFIC DENTISTS, AND IT MAY BE IMPOSSIBLE TO COMPLY WITH BOTH PLANS AT THE SAME TIME. READ ALL OF THE RULES VERY CAREFULLY, INCLUDING THE COORDINATION OF BENEFITS SECTION, AND COMPARE THEM WITH THE RULES OF ANY OTHER PLAN THAT COVERS YOU OR YOUR FAMILY.**

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**I. Delta Dental PPO Certificate**

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Delta Dental Plan of Ohio, Inc., referred to herein as Delta Dental, issues this Certificate to you, the Enrollee. The Certificate is a summary of your dental benefits coverage. It reflects and is subject to a contract between Delta Dental and the Contractor.

The Benefits provided under This Plan may change if any state or federal laws change.

Delta Dental agrees to provide Benefits as described in this Certificate and the Summary of Dental Plan Benefits.

All the provisions in the following pages form a part of this document as fully as if they were stated over the signature below.

IN WITNESS WHEREOF, this Certificate is executed at Delta Dental's home office by an authorized officer.



Goran M. Jurkovic, CPA, CGMA  
President and CEO  
Delta Dental Plan of Ohio, Inc.

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**II. Definitions**

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**Adverse Benefit Determination**

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Any denial, reduction or termination of the benefits for which you filed a Claim. Or a failure to provide or to make payment (in whole or in part) of the benefits you sought, including any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which benefits are otherwise provided was experimental or investigational, or was not medically necessary or appropriate.

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**Allowed Amount**

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The amount permitted under the applicable fee schedule for this Plan, which was selected by your Contractor, and upon which Delta Dental will base its payment for a Covered Service.

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**Benefit Year**

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The period during which any benefit frequency limitation and/or annual maximum payment will apply. This will be the calendar year, unless your Contractor elects a different period to serve as the Benefit Year. (See the Summary of Dental Plan Benefits for your Benefit Year.) If the Benefit Year is based upon a calendar year, the terms Benefit Year and Calendar Year may be used interchangeably.

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**Benefits**

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Payment for the Covered Services that have been selected under This Plan.

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**Certificate**

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This document. Delta Dental will provide Benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the contract between Delta Dental and the Contractor.

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**Child(ren)**

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Your natural child(ren), stepchild(ren), adopted child(ren), child(ren) by virtue of legal guardianship, or

child(ren) who is/are residing with you during the waiting period for adoption or legal guardianship.

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**Claim**

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A request for payment for a Covered Service. Claims are not conditioned upon your seeking advance approval, certification, or authorization to receive payment for any Covered Service.

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**Completion Date**

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The date that treatment is complete. Some procedures may require more than one appointment before they can be completed. Treatment is complete:

- ◆ For dentures and partial dentures, on the delivery dates;
- ◆ For crowns and bridgework, on the permanent cementation date;
- ◆ For root canals and periodontal treatment, on the date of the final procedure that completes treatment.

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**Copayment**

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A fixed amount you pay for a Covered Service after you've paid your Deductible.

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**Coinsurance**

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The percentage of the charge, if any, that you must pay for Covered Services.

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**Contractor**

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The employer, organization, group, or association sponsoring This Plan.

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**Covered Services**

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The unique dental services selected for coverage as described in the Summary of Dental Plan Benefits and subject to the terms of this Certificate.

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**Deductible**

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The amount a person and/or a family must pay toward Covered Services before Delta Dental begins paying for those services under this Certificate. The Summary of Dental Plan Benefits lists the Deductible that applies to you, if any.

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**Delta Dental**

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Delta Dental Plan of Ohio, Inc., a nonprofit health-insuring corporation providing dental benefits. Delta Dental is not an insurance company.

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**Delta Dental Member Plan**

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An individual dental benefit plan that is a member of the Delta Dental Plans Association, the nation's largest, most experienced system of dental health plans.

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**Delta Dental Premier® Dentist Schedule**

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The maximum fee allowed per procedure for services rendered by a Delta Dental Premier Dentist as determined by that Dentist's local Delta Dental Member Plan.

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**Deny/Denied/Denial**

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When a Claim for a particular service is denied for payment due to certain contractual limitations/exclusions. You will be responsible for paying

your Dentist the applicable amount for such service regardless of the Dentist's participating status.

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Dentist

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A person licensed to practice dentistry in the state or jurisdiction in which dental services are performed.

- ◆ **Delta Dental PPO Dentist ("PPO Dentist")** – a Dentist who has signed an agreement with the Delta Dental Member Plan in his or her state to participate in Delta Dental PPO.
- ◆ **Delta Dental Premier Dentist** – a Dentist who has signed an agreement with the Delta Dental Member Plan in his or her state to participate in Delta Dental Premier.
- ◆ **Nonparticipating Dentist** – a Dentist who has not signed an agreement with any Delta Dental Member Plan to participate in Delta Dental PPO or Delta Dental Premier.
- ◆ **Out-of-Country Dentist** – A Dentist whose office is located outside the United States and its territories. Out-of-Country Dentists are not eligible to sign participating agreements with Delta Dental.

PPO Dentists and Delta Dental Premier Dentists are sometimes collectively referred to herein as **"Participating Dentists."** Wherever a definition or provision of this Certificate differs from another state's Delta Dental Member Plan and its agreement with Participating Dentists, the agreement in that state with that Dentist will be controlling.

Delta Dental Premier Dentists, Nonparticipating Dentists, and Out-of-Country Dentists are sometimes collectively referred to herein as **"Non-PPO Dentists."**

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Dependent(s)

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Your dependents are as defined by the rules of eligibility as stated in your Summary of Dental Plan Benefits.

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Enrollee

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You, when the Contractor notifies Delta Dental that you are eligible to receive Benefits under this Plan.

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Eligible Person(s) or Member(s)

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Any Enrollee or Dependent with coverage under This Plan.

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Essential Health Benefits or EHB

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Means those pediatric dental benefits identified by the Centers for Medicare and Medicaid Services ("CMS") as Essential Health Benefits and which are set forth in the benchmark plan identified by the state of Ohio.

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Maximum Approved Fee

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The Maximum Approved Fee is the lowest of:

- ◆ The Submitted Amount
- ◆ The lowest fee regularly charged, offered, or received by an individual Dentist for a dental service or supply, irrespective of the Dentist's contractual agreement with another dental benefits organization.
- ◆ The maximum fee that the local Delta Dental Member Plan approves for a given procedure in a given

region and/or specialty based upon applicable Participating Dentist schedules and internal procedures.

Participating Dentists agree not to charge Delta Dental patients more than the Maximum Approved Fee for a Covered Service. In all cases, Delta Dental will make the final determination regarding the Maximum Approved Fee for a Covered Service.

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Maximum Payment

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The maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. See the Summary of Dental Plan Benefits for the maximum payments applicable to This Plan.

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Nonparticipating Dentist Fee

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The maximum fee allowed per procedure for services rendered by a Nonparticipating Dentist as determined by Delta Dental.

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Open Enrollment Period

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The period of time, as determined by the Contractor, during which a Member may enroll or be enrolled for Benefits.

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Out-of-Country Dentist Fee

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The maximum fee allowed per procedure for services rendered by an Out-of-Country Dentist as determined by Delta Dental.

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Out-of-Pocket Maximum

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The maximum amount that a Member will pay for Covered Services during a Benefit Year as set forth in the Summary of Dental Plan Benefits.

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PPO Dentist Schedule

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The maximum fee allowed per procedure for services rendered by a PPO Dentist as determined by that Dentist's local Delta Dental Member Plan.

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Pre-Treatment Estimate

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A voluntary and optional process where Delta Dental issues a written estimate of dental benefits that may be available under your coverage for your proposed dental treatment. Your Dentist submits the proposed dental treatment to Delta Dental in advance of providing the treatment.

A Pre-Treatment Estimate is for informational purposes only and is not required before you receive any dental care. It is not a prerequisite or condition for approval of future dental benefits payment. You will receive the same Benefits under This Plan whether or not a Pre-Treatment Estimate is requested. The benefits estimate provided on a Pre-Treatment Estimate notice is based on benefits available on the date the notice is issued. It is not a guarantee of future dental benefits or payment.

Availability of dental benefits at the time your treatment is completed depends on several factors. These factors include, but are not limited to, your continued eligibility for benefits, your available annual or lifetime Maximum Payments, any coordination of benefits, the status of your Dentist, This Plan's limitations and any other provisions,

together with any additional information or changes to your dental treatment. A request for a Pre-Treatment Estimate is not a Claim or a preauthorization, precertification or other reservation of future Benefits.

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#### Processing Policies

Delta Dental's policies and guidelines used for Pre-Treatment Estimate and payment of Claims. The Processing Policies may be amended from time to time.

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#### Special Enrollment Period

A period outside of the Open Enrollment Period in which you or your Dependent can obtain coverage under This Plan due to a qualifying life event.

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#### Spouse

Your legal Spouse.

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#### Submitted Amount

The amount a Dentist bills to Delta Dental for a specific treatment or service. A Participating Dentist cannot charge you or your Dependents for the difference between this amount and the Maximum Approved Fee.

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#### Summary of Dental Plan Benefits

A description of the specific provisions of your group dental coverage. The Summary of Dental Plan Benefits is and should be read as a part of this Certificate, and supersedes any contrary provision of this Certificate.

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#### This Plan

The dental coverage established for Members pursuant to this Certificate and your Summary of Dental Plan Benefits.

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### III. Enrolling in This Plan

The Open Enrollment Period, if applicable, will be established by the Contractor and will occur on an annual basis. During the Open Enrollment Period, all eligible persons as defined in your Summary of Dental Plan Benefits may enroll in This Plan. You and/or your Dependents may not enroll in This Plan at any other time during the applicable Benefit Year except in the following instances:

- a. Newly hired or rehired employees (if applicable): You will be eligible to enroll on the date for which employment compensation begins or, if applicable, that date plus the number of days specified as a waiting period in the Summary of Dental Plan Benefits.
- b. New Spouse: Your new Spouse will be eligible to enroll on the date of marriage.
- c. Newborn: Your newborn will be covered from the time of his or her birth until the 31st day after his or her birth. Such newborn Child may continue as a Covered Person after 31 days only if you make written application to add him or her as a Covered Person by the 31st day after the Child's birth. If this is not done, the newborn or adopted Child will cease to be a Covered Person as of the end of the 31st day.

- d. Legal adoptions or guardianships: Your newly adopted Child(ren) and/or the minor Child(ren) that you and/or your Spouse have guardianship over will be eligible to enroll on the date that the legal petition for adoption or guardianship becomes legally final, or the date on which the Child(ren) begins residing with the Enrollee and the Enrollee assumes responsibility for the Child(ren) while waiting for adoption or guardianship to become final.
- e. New Stepchild: Your new stepchild will be eligible to enroll on the date that the Child's natural parent becomes a Dependent.
- f. To the extent Contractor permits Dependents other than those defined in this Certificate to enroll in This Plan, such Dependents will be eligible to enroll on the date that they become an eligible Dependent. Any such additional Dependents permitted by Contractor shall be set forth in your Summary of Dental Plan Benefits.
- g. All others will be permitted on the date that Delta Dental approves in writing the enrollment or listing of those people, unless compelled by a court or administrative order to otherwise provide Benefits for a Dependent.

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### IV. Selecting a Dentist

You may choose any Dentist. Your out-of-pocket costs are likely to be less if you go to a Delta Dental Participating Dentist.

If a Participating Dentist is not readily available within a reasonable period of time or driving distance, it may be possible to receive Covered Services from a Nonparticipating Dentist and be reimbursed at the same benefit level as if the Covered Services were provided by a Participating Dentist. If you feel this may be the case, please call Delta Dental's Customer Service Department, toll-free, at 800-524-0149 (TTY users call 711) or write to them at PO Box 9089, Farmington Hills, Michigan 48333-9089. We will review your situation and, if appropriate, authorize payment for a Nonparticipating Dentist at the Participating Dentist benefit level.

To verify that a Dentist is a Participating Dentist, you can use Delta Dental's online Dentist Directory at [www.DeltaDentalOH.com](http://www.DeltaDentalOH.com) or call 800 -524-0149.

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### V. Accessing Your Benefits

To utilize your dental benefits, follow these steps:

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully so you are familiar with your benefits, payment methods, and terms of This Plan.
2. Make an appointment with your Dentist and tell him or her that you have dental benefits with Delta Dental. If your Dentist is not familiar with This Plan or has any questions, have him or her contact Delta Dental by writing to Delta Dental, Attention: Customer Service, P.O. Box 9089, Farmington Hills, Michigan 48333-9089, or calling the toll-free number at 800-524-0149.

3. After you receive your dental treatment, you or the dental office staff will file a Claim form, completing the information portion with:
  - a. The Enrollee's full name and address
  - b. The Enrollee's Member ID number
  - c. The name and date of birth of the person receiving dental care
  - d. The Contractor's name and number

#### Notice of Claim Forms

Delta Dental does not require special Claim forms. However, most dental offices have Claim forms available. Participating Dentists will fill out and submit your dental Claims for you.

Mail Claims and completed information requests to:

**Delta Dental**  
**P.O. Box 9085**  
**Farmington Hills, Michigan 48333-9085**

#### Pre-Treatment Estimate

A Pre-Treatment Estimate is not required to receive payment, but it allows Claims to be processed more efficiently and allows you to know what services may be covered before your Dentist provides them. You and your Dentist should review your Pre-Treatment Estimate Notice before treatment. Once treatment is complete, the dental office will submit a Claim to Delta Dental for payment.

Because the amount of your Benefits is not conditioned on a Pre-Treatment Estimate decision by Delta Dental, all Claims under This Plan are post-service Claims.

#### Written Notice of Claim and Time of Payment

All Claims for Benefits must be filed with Delta Dental within one year of the date the services were completed. Once a Claim is filed, Delta Dental will adjudicate it within 30 days of receiving it. If there is not enough information to adjudicate your Claim, Delta Dental will notify you or your Dentist within 30 days. The notice will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in which to decide the Claim, and (d) inform you or your Dentist that the information must be received within 45 days or your Claim will be Denied if the services were performed by a Nonparticipating Dentist, or not chargeable to the Member if the services were performed by a Participating Dentist. You will receive a copy of any notice sent to your Dentist. Once Delta Dental receives the requested information, it has 15 days to adjudicate your Claim. If you or your Dentist does not supply the requested information, Delta Dental will deny your Claim. In such case, you will be responsible for all charges if the services were performed by a Nonparticipating Dentist. If the services were performed by a Participating Dentist, the services will not be chargeable to the Member. Once Delta Dental adjudicates your Claim, it will notify you within five days.

#### Authorized Representative

You may also appoint an authorized representative to deal with Delta Dental on your behalf with respect to any Claim you file or any review of a Denied Claim you wish to pursue (see the Claims Appeal Procedure section). You should contact your Contractor, call Delta Dental's

Customer Service department, toll-free, at 800-524-0149, or write them at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089, to request a form to designate the person you wish to appoint as your representative. Delta Dental will only recognize the person whom you have authorized on the last dated form filed with Delta Dental. Once you have appointed an authorized representative, Delta Dental will communicate directly with your representative and will not inform you of the status of your Claim. You will have to get that information from your representative. If you have not designated a representative, Delta Dental will communicate directly with you.

#### Questions and Assistance

Questions regarding your coverage should be directed to your Contractor or call Delta Dental's Customer Service department, toll-free, at 800-524-0149. You may also write to Delta Dental's Customer Service department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. When writing to Delta Dental, please include your name, the Contractor's name and number, the Enrollee's Member ID number, and your daytime telephone number.

#### VI. How Payment is Made

Delta Dental shall make payments for Covered Services in accordance with the type of plan selected by the Contractor. The type of plan selected will be identified in your Summary of Dental Plan Benefits.

#### Delta Dental PPO (Point-of-Service)

If your Dentist is a Participating Dentist, Delta Dental will base payment on the Maximum Approved Fee for Covered Services.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments, Coinsurance and/or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

If your Dentist is a Nonparticipating Dentist, Delta Dental will base payment on the Nonparticipating Dentist Fee for Covered Services.

If your Dentist is an Out-of-Country Dentist, Delta Dental will base payment on the Out-of-Country Dentist Fee for Covered Services.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

#### Delta Dental PPO (Standard)

Regardless of your Dentist's participating status, Delta Dental will base its payment on the lesser of the Submitted Amount or the PPO Dentist Schedule.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments, Coinsurance and/or Deductibles. If your Dentist is not a PPO Dentist, but is a Delta Dental Premier

Dentist, you will also be responsible for any difference between the PPO Dentist Schedule and the Delta Dental Premier Dentist Schedule for Covered Services, in addition to Copayments, Coinsurance and/or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

### **Orthodontics**

If This Plan includes orthodontics it will be identified on and paid as reflected in your Summary of Dental Plan Benefits.

### **Covered Services Requiring Multiple Visits**

In the event a Covered Service requires more than one (1) visit with your Dentist, payment for the Covered Service will be rendered upon Completion Date.

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## **VII. Benefit Categories**

The Benefits covered by This Plan are set forth in your Summary of Dental Plan Benefits. Covered Services are also subject to exclusions and limitations set forth below. You will want to review this section of this Certificate carefully.

Please note that certain Covered Services provided to individuals age 18 and under are considered Essential Health Benefits and are subject to specific rules concerning applicable Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles and Waiting Periods and frequency limitations. For a complete list of those services designated as Essential Health Benefits, as well as the applicable rules governing Essential Health Benefits, please see the Summary of Dental Plan Benefits. To the extent an individual age 18 and under receives a Covered Service designated as an Essential Health Benefit, the specific Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles, Waiting Periods and frequency limitations found in your Summary of Dental Plan Benefits shall be controlling. In no event will the general frequency limitations set forth in this Certificate apply to any of the Covered Services listed as Essential Health Benefits in your Summary of Dental Plan Benefits. The remaining general exclusions and limitations found in this Certificate shall only apply to a Covered Service designated as an Essential Health Benefit to the extent those general exclusions and limitations do not conflict with the specific Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles, Waiting Periods and frequency limitations found in your Summary of Dental Plan Benefits.

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## **VIII. Exclusions and Limitations**

### **Exclusions**

**Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the**

### **Summary of Dental Plan Benefits. All charges for these services will be your responsibility.**

1. Services for injuries or conditions payable under Workers' Compensation or Employer's Liability laws. Services received from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This provision does not apply to any programs provided under Medicaid or Medicare.
2. Services or supplies, as determined by Delta Dental, for correction of congenital or developmental malformations, for individuals 19 years of age or older.
3. Cosmetic surgery or dentistry for aesthetic reasons, as determined by Delta Dental.
4. Services completed or appliances completed before a person became eligible under This Plan. This exclusion does not apply to orthodontic treatment in progress (if a Covered Service).
5. Prescription drugs (except intramuscular injectable antibiotics), premedication, medicaments/solutions, and relative analgesia.
6. General anesthesia and intravenous sedation for (a) surgical procedures, unless medically necessary, or (b) restorative dentistry.
7. Charges for hospitalization, laboratory tests, histopathological examinations and miscellaneous tests.
8. Charges for failure to keep a scheduled visit with the Dentist.
9. Services or supplies, as determined by Delta Dental, for which no valid dental need can be demonstrated.
10. Services or supplies, as determined by Delta Dental, that are investigational in nature, including services or supplies required to treat complications from investigational procedures.
11. Services or supplies, as determined by Delta Dental, which are specialized techniques.
12. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist under the supervision of a licensed dentist. Treatment rendered by any other licensed dental professional may be covered only as solely determined by the Contractor and/or Delta Dental.
13. Services or supplies for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
14. Services or supplies received due to an act of war, declared or undeclared, or terrorism.
15. Services or supplies covered under a hospital, surgical/medical, or prescription drug program.
16. Services or supplies that are not within the categories of Benefits selected by the Contractor and that are not covered under the terms of this Certificate.

17. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
  18. Interim caries arresting medicament.
  19. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).
  20. Sealants, for individuals 19 years of age or older.
  21. Space maintainers for maintaining space due to premature loss of anterior primary teeth.
  22. Lost, missing, or stolen appliances of any type, or replacement or repair of orthodontic appliances or space maintainers.
  23. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.
  24. Veneers.
  25. Prefabricated crowns used as final restorations on permanent teeth.
  26. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting. If Orthodontic Services are Covered Services, this exclusion will not apply to Orthodontic Services as limited by the terms and conditions of the Contract between Delta Dental and the Contractor.
  27. Implant/abutment supported interim fixed denture for edentulous arch.
  28. Paste-type root canal fillings on permanent teeth, for individuals 19 years of age or older.
  29. Replacement, repair, relines, or adjustments of occlusal guards, for individuals 19 years of age or older.
  30. Chemical curettage, for individuals 19 years of age or older.
  31. Services associated with overdentures.
  32. Metal bases on removable prostheses.
  33. The replacement of teeth beyond the normal complement of teeth.
  34. Personalization or characterization of any service or appliance.
  35. Temporary crowns used for temporization during crown or bridge fabrication, for individuals 19 years of age or older.
  36. Posterior bridges in conjunction with partial dentures in the same arch.
  37. Precision attachments and stress breakers.
  38. Biologic materials to aid in soft and osseous tissue regeneration when submitted on the same day as soft tissue grafting, guided tissue regeneration and periodontal or implant bone grafting.
  39. Bone replacement grafts and specialized implant surgical techniques, including radiographic/surgical implant index.
  40. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint (TMJ).
  41. Diagnostic photographs and cephalometric films, for individuals 19 years of age or older, unless done for orthodontics and orthodontics are a Covered Service.
  42. Myofunctional therapy.
  43. Mounted case analyses, for individuals 19 years of age or older.
  44. Any and all taxes applicable to the services.
  45. Processing policies may otherwise exclude payment by Delta Dental for services or supplies.
- Delta Dental will make no payment for the following services or supplies. Participating Dentists may not charge Members for these services or supplies. All charges from Nonparticipating Dentists for the following services or supplies are your responsibility:**
1. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
  2. The completion of forms or submission of Claims.
  3. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.
  4. Local anesthesia.
  5. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
  6. Infection control.
  7. Temporary, interim, or provisional crowns.
  8. Gingivectomy as an aid to the placement of a restoration.
  9. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
  10. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
  11. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.
  12. Post-operative X-rays, when done following any completed service or procedure.
  13. Periodontal charting.
  14. Pins and preformed posts, when done with core buildups.
  15. Any substructure when done for inlays, onlays, and veneers.
  16. A pulp cap, when done with a sedative filling or any other restoration. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.

17. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
  18. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
  19. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.
  20. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling in the presence of gingival inflammation.
  21. Scaling in the presence of gingival inflammation when done on the same day as periodontal maintenance.
  22. Prophylaxis, scaling in the presence of gingival inflammation, or periodontal maintenance when done within 30 days of three or four quadrants of scaling and root planing or other periodontal treatment.
  23. Full mouth debridement when done within 30 days of scaling and root planing.
  24. Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces without flap entry and closure, when performed within 12 months of implant restorations, provisional implant crowns and implant or abutment supported interim dentures.
  25. Full mouth debridement, when done on the same day as a comprehensive evaluation.
  26. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
  27. Reline, rebase, or any adjustment or repair within six months of the delivery of a partial denture.
  28. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.
  29. Periapical and/or bitewing X-rays, when done within a clinically unreasonable period of time of performing panoramic and/or full mouth X-rays, as determined solely by Delta Dental.
  30. Charges or fees for overhead, internet/video connections, software, hardware or other equipment necessary to deliver services, including but not limited to teledentistry services.
  31. Processing policies may otherwise exclude payment by Delta Dental for services or supplies.
1. Bitewing X-rays are payable twice per calendar year for individuals age 18 and under and once per calendar year for individuals 19 years of age or older.
  2. Panoramic or full mouth X-rays (which may include bitewing X-rays) are limited to once in any five-year period.
  3. Any combination of teeth cleanings (prophylaxes, full mouth debridement, scaling in the presence of inflammation, and periodontal maintenance procedures) are limited to twice per calendar year. Full mouth debridement is payable once in a lifetime.
  4. Oral exams or evaluations are payable twice per calendar year, regardless of the Dentist's specialty.
  5. Patient screening is payable once per calendar year.
  6. Preventive fluoride treatments are payable twice per calendar year for individuals age 18 and under.
  7. Space maintainers for posterior teeth are payable for people age 18 and under. A distal shoe space maintainer is only payable for first permanent molars.
  8. Cast Restorations (including jackets, crowns and onlays) and associated procedures (such as core buildups and post substructures) are payable once in any five-year period per tooth.
  9. Sealants are limited to once per tooth per three-year period on unrestored permanent molars for individuals age 18 and under.
  10. Preventative resin restorations are limited to once per tooth per three-year period on permanent teeth for a moderate to high carries risk patient.
  11. Prefabricated stainless steel crowns are limited to once per tooth per five-year period.
  12. Crowns, onlays and associated procedures (such as core buildups and post substructures) are limited to once in any five-year period per tooth.
  13. Crowns or onlays are payable only for extensive loss of tooth structure due to caries (decay) and/or fracture (lost or mobile tooth structure).
  14. Individual crowns over implants are payable at the prosthodontic benefit level once in a five year period.
  15. An occlusal guard is payable once in a lifetime for individuals 19 years of age or older.
  16. For individuals age 18 and under, benefits for an interim partial denture are limited to situations involving the replacement of permanent anterior teeth. For people 19 years of age or older, benefits for an interim partial denture are limited to situations involving the replacement of permanent anterior teeth during the healing period.
  17. Biological material to aid in soft and osseous tissue regeneration are payable once per tooth in a 36 month period.

### ***Limitations***

**The Benefits for the following services or supplies are limited as follows, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for services or supplies that exceed these limitations will be your responsibility. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental Member Plan or, at the request of the Contractor, any dental plan:**



18. Prosthodontic Services limitations:
  - a. One complete upper, one complete lower denture, and any implant used to support a denture are limited to once in any five-year period.
  - b. A removable partial denture, endosteal implant (other than to support a denture), or fixed bridge is payable once in any five-year period unless the loss of additional teeth requires the construction of a new appliance.
  - c. A relined or the complete replacement of denture base material is payable once in any three-year period per appliance.
  - d. Implant removal is payable once in any five-year period per tooth or area.
  - e. Implant maintenance is payable once per any twelve (12) month period.
  - f. Removal of a broken implant retaining screw is payable once in a 5 year period.
19. Orthodontic Services limitations, if covered under your Plan pursuant to your Summary of Dental Plan Benefits:
  - a. Orthodontic Services are payable for individuals age 18 and under in situations deemed medically necessary.
  - b. If the treatment plan terminates before completion for any reason, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.
  - c. Upon written notification to Delta Dental and to the patient, a Dentist may terminate treatment for lack of patient interest and cooperation. In those cases, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.
  - d. Benefits for an observation and adjustment are limited to twice in a 12-month period.
20. Delta Dental's obligation for payment of Benefits ends on the last day of coverage. However, Delta Dental will make payment for Covered Services provided on or before the last day of coverage as long as Delta Dental receives a Claim for those services within one year of the date of service.
21. When services in progress are interrupted, Delta Dental will not issue payment for any incomplete services; however, Delta Dental will calculate the Maximum Approved Fee that the dentist may charge you for such incomplete services, and those charges will be your responsibility. In the event the interrupted services are completed later by a Dentist, Delta Dental will review the Claim to determine the amount of payment, if any, to the Dentist in accordance with Delta Dental's policies at the time services are completed.
22. Care terminated due to the death of an individual will be paid to the limit of Delta Dental's liability for the services completed or in progress.
23. Prefabricated crowns used as final restorations on permanent teeth are limited to individuals age 18 and under.
24. Metal bases on removable prostheses are limited to individuals age 18 and under.
25. Radiographic/surgical implant index are limited to individuals age 18 and under.
26. Diagnostic photographs and cephalometric films are limited to individuals age 18 and under unless such services were performed in conjunction with Orthodontic Services and orthodontics are a Covered Service.
27. Optional treatment: If you select a more expensive service than is customarily provided, Delta Dental may make an allowance for certain services based on the fee for the customarily provided service. You are responsible for the difference in cost. In all cases, Delta Dental will make the final determination regarding optional treatment and any available allowance.
 

Listed below are services for which Delta Dental will provide an allowance for optional treatment. Remember, you are responsible for the difference in cost for any optional treatment.

  - a. Resin, porcelain fused to metal, and porcelain crowns, bridge retainers, or pontics on posterior teeth -Delta Dental will pay only the amount that it would pay for a full metal crown.
  - b. Overdentures -Delta Dental will pay only the amount that it would pay for a conventional denture.
  - c. Resin, or porcelain/ceramic onlays on posterior teeth -Delta Dental will pay only for the amount that it would pay for a metallic onlay.
  - d. Inlays, regardless of the material used -Delta Dental will pay only the amount that it would pay for an amalgam or composite resin restoration.
  - e. All-porcelain/ceramic bridges -Delta Dental will pay only for the amount that it would pay for a conventional fixed bridge.
  - f. Implant/abutment supported complete or partial dentures -Delta Dental will pay only for the amount that it would pay for a conventional denture.
  - g. Gold foil restorations -Delta Dental will pay only for the amount that it would pay for an amalgam or composite restoration.
  - h. Posterior stainless steel crowns with esthetic facings, veneers or coatings -Delta Dental will pay only for the amount that it would pay for a conventional stainless steel crown.
28. Maximum Payment:
  - a. All Benefits payable under This Plan are subject to the Maximum Payment limitations stated in your Summary of Dental Plan Benefits.

- b. Delta Dental's payment for Orthodontic Services will be limited to the annual or lifetime Maximum Payment stated in your Summary of Dental Plan Benefits.
29. If a Deductible amount is stated in the Summary of Dental Plan Benefits, Delta Dental will not pay for any services or supplies, in whole or in part, to which the Deductible applies until the Deductible amount is met.
  30. Processing Policies may otherwise limit by Delta Dental payment for services or supplies.

**Delta Dental will make no payment for services or supplies that exceed the following limitations. All charges will be your responsibility. However, Participating Dentists may not charge Members for these services or supplies when performed by the same Dentist or dental office. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental Member Plan of, at the request of the Contractor, any dental plan:**

1. Core buildups and other substructures are payable only when needed to retain a crown on a tooth with excessive breakdown due to caries and/or fractures.
2. Root planing is limited to once in any two-year period.
3. Periodontal surgery is limited to once in any three-year period.
4. A complete occlusal adjustment is payable once in any five-year period. The fee for a complete occlusal adjustment includes all adjustments that are necessary for a five-year period. A limited occlusal adjustment is not payable more than three times in any five-year period. The fee for a limited occlusal adjustment includes all adjustments that are necessary for a six-month period.
5. One caries risk assessment is allowed on the same date of service.
6. One caries risk assessment is allowed within a twelve (12) month period when done by the same dentist/dental office.
7. Processing Policies may otherwise limit payment by Delta Dental for services or supplies.

**Delta Dental will make no payment for services or supplies that exceed the following limitations for individuals 19 years of age or older. All such charges are your responsibility. However, Participating Dentists may not charge any individual, regardless of age, for these services or supplies when performed by the same Dentist or dental office. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental Member Plan or, at the request of the Contractor, any dental plan:**

1. Amalgam and composite resin restorations are payable once in any two-year period, regardless of the number or combination of restorations placed on a surface.

2. Recementation of a crown, onlay, inlay, space maintainer, or bridge within six months of the seating date.
3. Retention pins are payable once in a two-year period. Only one substructure per tooth is a Covered Service.
4. Tissue conditioning is payable twice per arch in any three-year period.
5. The allowance for a denture repair (including reline or rebase) will not exceed half the fee for a new denture.
6. Processing Policies may otherwise limit payment by Delta Dental for services or supplies.

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## **IX. Coordination of Benefits**

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Coordination of Benefits ("COB") applies when a Person has health care coverage under more than one plan. "Plan" is defined below.

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

### **Definitions**

#### Plan

A Plan is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts.

1. Plan includes: group and non-group insurance contracts, health insuring corporation ("HIC") contracts, Closed Panel Plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
2. Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; supplemental coverage as described in Revised Code sections 3923.37 and 1751.56; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under (1) or (2) above is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

## This Plan

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

## Order of Benefit Determination Rules

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The Order of Benefit Determination Rules determine whether This Plan is a Primary Plan or Secondary Plan when the person has health care coverage under more than one Plan.

When This Plan is primary, it determines payment for its Benefits first before those of any other Plan without considering any other Plan's Benefits. When This Plan is secondary, it determines its Benefits after those of another Plan and may reduce the Benefits it pays so that all Plan benefits do not exceed 100 percent of the total Allowable Expense.

## Allowable Expense

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

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

1. If a person is covered by two or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.
2. If a person is covered by two or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
3. If a person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable Expense for all Plans.
4. Notwithstanding numbers 1, 2, and 3 above, if the provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different

than the Primary Plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.

5. The amount of any benefit reduction by the Primary Plan because a covered person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.

## Closed Panel Plan

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Closed Panel Plan is a Plan that provides health care benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.

## Custodial Parent

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Custodial Parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the Child resides more than one half of the calendar year excluding any temporary visitation.

## Order of Benefits Determination Rules

When a person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

1. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.
2. Except as provided in paragraph 3 below, a Plan that does not contain a COB provision that is consistent with Ohio regulation is always primary unless the provisions of both Plans state that the complying Plan is primary.
3. Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base Plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel Plan to provide out-of-network benefits.
4. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.
5. Each Plan determines its order of benefits using the first of the following rules that apply:

**Non-Dependent or Dependent.** The plan that covers the Person other than as a dependent, for example as an employee, member, policyholder, or retiree is the Primary Plan and the plan that covers the person as a dependent is the Secondary Plan. However, if the Person is a Medicare beneficiary and, as a result of federal law, Medicare is

secondary to the Plan covering the person as a dependent, and primary to the Plan covering the person as other than a dependent (e.g. a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, policyholder, or retiree is the Secondary Plan and the other Plan is the Primary Plan.

**Dependent Child covered under more than one Plan.** Unless there is a court decree stating otherwise, when a dependent Child is covered by more than one Plan the order of benefits is determined as follows:

- a. For a dependent Child whose parents are married or are living together, whether or not they have ever been married:
  - ◆ The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
  - ◆ If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.

However, if one Spouse's Plan has some other coordination rule (for example, a "gender rule" which says the father's Plan is always primary), we will follow the rules of that Plan.

- b. For a dependent Child whose parents are divorced or separated or not living together, whether or not they have ever been married:
  - ◆ If a court decree states that one of the parents is responsible for the dependent Child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to plan years commencing after the Plan is given notice of the court decree;
  - ◆ If a court decree states that both parents are responsible for the dependent Child's health care expenses or health care coverage, the provisions of subparagraph (a) above shall determine the order of benefits;
  - ◆ If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent Child, the provisions of subparagraph (a) above shall determine the order of benefits; or
  - ◆ If there is no court decree allocating responsibility for the dependent Child's health care expenses or health care coverage, the order of benefits for the Child are as follows:
    - (1) The Plan covering the Custodial Parent;
    - (2) The Plan covering the Spouse of the Custodial Parent;
    - (3) The Plan covering the non-custodial parent; and then

(4) The Plan covering the Spouse of the non-custodial parent.

- c. For a dependent Child covered under more than one Plan of individuals who are not the parents of the Child, the provisions of subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the Child.

**Active employee or retired or laid-off employee.**

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

**COBRA or state continuation coverage.** If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, or retiree or covering the person as a dependent of an employee, member, or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled "Non-Dependent or Dependent" can determine the order of benefits.

**Longer or shorter length of coverage.** The Plan that covered the person as an employee, member, policyholder, or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.

If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the primary plan.

**Effect on the Benefits of This Plan**

When This Plan is secondary, it may reduce its Benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable Expenses. In determining the amount to be paid for any Claim, the Secondary Plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the Claim do not exceed the total Allowable Expense for that Claim. In addition, the Secondary Plan shall credit to its Plan deductible any amounts it would have credited to its

deductible in the absence of other health care coverage.

If a covered person is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, Benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.

### **Right to Receive and Release Needed Information**

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. Delta Dental may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. Delta Dental need not tell, or get the consent of, any person to do this. Each person claiming Benefits under This Plan must give Delta Dental any facts it needs to apply those rules and determine Benefits payable.

### **Facility of Payment**

A payment made under another plan may include an amount that should have been paid under This Plan. If it does, Delta Dental may pay that amount to the organization that made that payment.

That amount will then be treated as though it were a Benefit paid under This Plan. Delta Dental will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means the reasonable cash value of the benefits provided in the form of services.

### **Right of Recovery**

If the amount of the payments made by Delta Dental is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid, or any other person or organization that may be responsible for the benefits or services provided for the covered person. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

### **Coordination Disputes**

If you believe that we have not paid a Claim properly, you should first attempt to resolve the problem by contacting us. You or your Dentist should contact Delta Dental's Customer Service department and ask them to check the Claim to make sure it was processed correctly. You may do this by calling the toll-free number, (800) 870-9988, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. You may also follow the Claims Appeal Procedure below. If you are still not satisfied, you may call the Ohio Department of Insurance for instructions on filing a consumer complaint. Call 1-800-686-1526, or visit the Department's website at <http://insurance.ohio.gov>.

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## **X. Claims Appeal Procedure**

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If you receive notice of an Adverse Benefit Determination and you think that Delta Dental incorrectly denied all or

part of your Claim, you or your Dentist may contact Delta Dental's Customer Service department and ask them to reconsider the Claim to make sure it was processed correctly. You may do this by calling the toll-free number, 800-524-0149, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089.

When writing, please enclose a copy of your explanation of benefits and describe the problem. Be sure to include your name, telephone number, the date, and any information you would like considered about your Claim.

A request for reconsideration is not required and should not be considered a formal request for review of a denied Claim. Delta Dental provides this opportunity for you to describe problems, or submit an explanation or additional information that might indicate your Claim was improperly denied, and allow Delta Dental to correct any errors quickly and immediately.

Whether or not you have asked Delta Dental informally to reconsider its initial determination, you can request a formal review using the Formal Claims Appeal Procedure described below.

### **Formal Claims Appeal Procedure**

If you receive notice of an Adverse Benefit Determination, you, or your Authorized Representative, should seek a review as soon as possible, but **you must file your request for review within 180 days** of the date that you received that Adverse Benefit Determination.

To request a formal review of your Claim, send your request in writing to:

**Dental Director  
Delta Dental  
P.O. Box 30416  
Lansing, Michigan 48909-7916**

Please include your name and address, the Enrollee's Member ID, the reason why you believe your Claim was wrongly denied, and any other information you believe supports your Claim. You also have the right to review the contract between Delta Dental and the Contractor and any documents related to it. If you would like a record of your request and proof that Delta Dental received it, mail your request certified mail, return receipt requested.

The Dental Director or any person reviewing your Claim will not be the same as, nor subordinate to, the person(s) who initially decided your Claim. The reviewer will grant no deference to the prior decision about your Claim. The reviewer will assess the information, including any additional information that you have provided, as if he or she were deciding the Claim for the first time. The reviewer's decision will take into account all comments, documents, records and other information relating to your Claim even if the information was not available when your Claim was initially decided.

If the decision is based, in whole or in part, on a dental or medical judgment (including determinations with respect to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate), the reviewer will consult a dental health care professional with appropriate training and experience, if necessary. The dental health care

professional will not be the same individual or that person's subordinate consulted during the initial determination.

The reviewer will make a determination within 30 days of receipt of your request. If your Claim is denied on review (in whole or in part), you will be notified in writing. The notice of an Adverse Benefit Determination during the Formal Claims Appeal Procedure will meet the requirements described below.

### **Manner and Content of Notice**

Your notice of an Adverse Benefit Determination will inform you of the specific reasons(s) for the denial, the pertinent plan provisions(s) on which the denial is based, the applicable review procedures for dental Claims, including time limits and that, upon request, you are entitled to access all documents, records and other information relevant to your Claim free of charge. This notice will also contain a description of any additional materials necessary to complete your Claim, an explanation of why such materials are necessary, and a statement that you have a right to bring a civil action in court if you receive an Adverse Benefit Determination after your Claim has been completely reviewed according to this Formal Claims Appeal Procedure. The notice will also reference any internal rule, guideline, protocol, or similar document or criteria relied on in making the Adverse Benefit Determination, and will include a statement that a copy of such rule, guideline or protocol may be obtained upon request at no charge. If the Adverse Benefit Determination is based on a matter of medical judgment or medical necessity, the notice will also contain an explanation of the scientific or clinical judgment on which the determination was based, or a statement that a copy of the basis for the scientific or clinical judgment can be obtained upon request at no charge. The Adverse Benefit Determination notice will inform you of your right to a managerial-level conference to complete the formal grievance procedure.

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### **XI. Termination of Coverage**

Your Delta Dental coverage may automatically terminate:

- ◆ When the Contractor advises Delta Dental to terminate your coverage.
- ◆ On the first day of the month for which the Contractor has failed to pay Delta Dental.
- ◆ For fraud or misrepresentation in the submission of any Claim.
- ◆ For your Dependent, when they no longer qualify as a Dependent.
- ◆ For any other reason stated in the Contract between Delta Dental and the Contractor.

Delta Dental will not continue eligibility for any person covered under This Plan beyond the termination date requested by the Contractor. A person whose eligibility is terminated may not continue group coverage under this Certificate, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 or comparable, non-preempted state law ("COBRA").

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### **XII. Continuation of Coverage**

If the Contractor is required to comply with COBRA and the Health Insurance Portability and Accountability Act

of 1996 ("HIPAA") and your dental coverage would otherwise end, you and your Dependents may have the right to continue that coverage at your expense.

### **When is Plan Continuation Coverage Available?**

Continuation coverage is available if your coverage or a covered Dependent's coverage would end because:

1. Your employment, if applicable, ends for any reason other than your gross misconduct.
2. You do not qualify as an Enrollee as set forth in your Summary of Dental Plan Benefits.
3. You are divorced or legally separated.
4. You die.
5. Your Dependent is no longer a Dependent.
6. You become enrolled in Medicare (if applicable).
7. You are called to active duty in the armed forces of the United States.

If you believe you are entitled to continuation coverage, you should contact the Contractor to receive the appropriate documentation required under the Employee Retirement Income Security Act of 1974 ("ERISA").

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### **XIII. General Conditions**

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#### **Assignment**

Services and Benefits are for the personal benefit of Members and cannot be transferred or assigned, other than to pay Participating Dentists directly.

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#### **Subrogation and Right of Reimbursement**

To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right you and/or your Dependent has to recover from another party or entity, including, but not limited to, that party's insurer, or any other insurer that you or your Dependent may have, which would have been the primary payer if not for the payments made by Delta Dental. This includes but is not limited to, automobile, home, and other liability insurers, as well as any other group health plans.

To the extent that Delta Dental has a subrogation right, you and/or your Dependent must:

1. Provide Delta Dental with any information necessary to identify any other person, entity or plan that may be obligated to provide payments or benefits for the Covered Services that were paid for by Delta Dental.
2. Cooperate fully in Delta Dental's exercise of its right to subrogation and reimbursement,
3. Not do anything to prejudice those rights (such as settling a Claim against another party without notifying Delta Dental, or not including Delta Dental as a co-payee of any settlement amount),
4. Sign any document that Delta Dental determines is relevant to protect Delta Dental's subrogation and reimbursement rights, and
5. Provide relevant information when requested.

The term "information" includes any documents, insurance policies, and police or other investigative reports, as well as any other facts that may reasonably

be requested to help Delta Dental enforce its rights. Failure by you or your Dependent to cooperate with Delta Dental may result, at the discretion of Delta Dental, in a reduction of future benefit payments available to you or your Dependent under This Plan of an amount up to the aggregate amount paid by Delta Dental that was subject to Delta Dental's equitable lien, but for which Delta Dental was not reimbursed. Please note that Delta Dental's recovery pursuant to this section is subject to your rights as a subrogee as set forth in ORC Section 2323.44.

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#### Obtaining and Releasing Information

While you and/or your Dependent(s) are enrolled in This Plan, you and/or your Dependent(s) agree to provide Delta Dental with any information it needs to process Claims and administer Benefits for you and/or your Dependent(s). This includes allowing Delta Dental access to your dental records.

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#### Dentist-Patient Relationship

Members are free to choose any Dentist. Each Dentist is solely responsible for the treatment and/or dental advice provided to the Member, and Delta Dental does not have any liability resulting therefrom.

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#### Loss of Eligibility During Treatment

If a Member loses eligibility while receiving dental treatment, only Covered Services received while that person was covered under This Plan will be payable.

Certain services begun before the loss of eligibility may be covered if they are completed within 60 days from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental. The difference between Delta Dental's payment and the total fee for those services is your responsibility. This provision does not apply to orthodontics if covered under This Plan.

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#### Late Claims Submission

Delta Dental will make no payment for services or supplies if a Claim for such has not been received by Delta Dental within one year following the date the services or supplies were completed. In the event that a Participating Provider submits a Claim more than one year from the date of service, Delta Dental will deny that portion of the Claim that Delta Dental would have paid if the Claim had been timely submitted, and such denied portion of the Claim will not be chargeable to the Member. However, you will remain responsible for any applicable Deductible and/or Copayment and/or Coinsurance. In the event that a Nonparticipating Provider submits a Claim more than one year from the date of service, Delta Dental will Deny the Claim and you may be responsible for the full amount.

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#### Change of Certificate or Contract

No changes to this Certificate, your Summary of Dental Plan Benefits, or the underlying contract are valid unless Delta Dental approves them in writing.

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#### Actions

You cannot bring an action on a legal claim arising out of or related to this Certificate unless you have provided at least 60 days' written notice to Delta Dental, unless prohibited by applicable state law. In addition, you

cannot bring an action more than three years after the legal claim first arose or after expiration of the applicable statute of limitations, whichever is shorter. Any person seeking to do so will be deemed to have waived his or her right to bring suit on such legal claim. Except as set forth above, this provision does not preclude you from seeking a judicial decision or pursuing other available legal remedies

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#### Change of Status

You must notify Delta Dental, through the Contractor, of any event that changes the status of a Dependent. Events that can affect the status of a Dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.

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#### Governing Law

This Certificate and the underlying group Contract will be governed by and interpreted under the laws of the state of Ohio.

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#### Right of Recovery Due to Fraud

If Delta Dental pays for services that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a Claim that contains false or misrepresented information, or pays a Claim that is determined to be fraudulent due to your acts or acts of your Dependents, it may recover that payment from you or your Dependents. Delta Dental may recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to you or your Dependents. Delta Dental will provide an explanation of the payment recovery at the time the deduction is made.

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#### Legally Mandated Benefits

If any applicable law requires broader coverage or more favorable treatment for you or your Dependents than is provided by this Certificate, that law shall control over the language of this Certificate.

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#### Pre-existing Conditions and Nondiscrimination

No Qualified Individual or Eligible Dependent will be refused enrollment based on health status, health care needs, genetic information, previous medical information, disability, age, race, color, national origin, gender identity, sex, or sexual orientation

#### **Inquiries**

**Delta Dental**

**P.O. Box 9089**

**Farmington Hills, MI 48333-9089**

**Customer Service: 800-524-0149 (TTY users call 711)**

Any person intending to deceive an insurer, who knowingly submits an application or files a Claim containing a false or misleading statement, is guilty of insurance fraud.

Insurance fraud significantly increases the cost of health care. If you are aware of any false information submitted to Delta Dental, please call our toll-free hotline. We only accept anti-fraud calls at this number.

ANTI-FRAUD TOLL-FREE HOTLINE:  
**800-524-0147**