Delta Dental of Colorado
4582 South Ulster Street
Denver, Colorado 80237

DELTA DENTAL BENEFITS CONTRACT

The parties of this Contract are ADAMS COUNTY GOVERNMENT, herein called the "Group," "Applicant," or "Employer" and Colorado Dental Service Inc., d/b/a Delta Dental of Colorado, herein called "Delta Dental." The attached appendices and riders constitute the entire Contract of the parties and will become binding upon the parties and their respective successors and assigns effective the 1st day of January, 2018 for a one year period and for successive one-year periods thereafter unless terminated as herein provided. This contract is issued and delivered in the State of Colorado, is governed by the laws of Colorado and is subject to the terms and conditions recited on the subsequent pages of this contract, and may not be changed, altered or terminated except in accordance with Article VII, RENEWAL AND TERMINATION of this Contract.

This DECLARATIONS PAGE supersedes any contrary provision of the subsequent sections of this contract.

DECLARATION PAGE

Group: ADAMS COUNTY GOVERNMENT

Type of Contract: Delta Dental PPO, Exclusive Panel Option (EPO)

Group Number: 7195/77195/97195

Contract Effective Date: January 1, 2018

Contract Anniversary Date: January 1st

	*PPO Dentist
Covered Services	**Plan Pays**
Diagnostic & Preventive Services	
Oral Exams and Cleanings	**Co-Payment is based on Appendix A- Patient Co-Payments (EPO 1B)**
X-Rays	
Sealants	
Fluoride Treatments	
Basic Services	
Basic Restorative (Fillings)	**Co-Payment is based on Appendix A- Patient Co-Payments (EPO 1B)**
Oral Surgery	
Endodontics (Root Canal Therapy)	
Periodontics (Gum Disease Treatment)	
Major Services	
Special Restorative (Crowns, Onlays)	**Co-Payment is based on Appendix A- Patient Co-Payments (EPO 1B)**
Prosthodontics (Dentures, Bridges)	
Orthodontic Services	
Orthodontics (All Ages)	**Co-Payment is based on Appendix A- Patient Co-Payments (EPO 1B)**

Orthodontia is a covered benefit. See the Delta Dental Benefits Rider for details of all benefits and limitations.

*** If you do not use a PPO Dentist, you will be responsible for all charges.**

Age

Type	Age Limit	Coverage Thru
Dependent Child	26	Month

Eligibility Waiting Period

Active Subscribers working the minimum number of hours as required by the Employer will become eligible on the first day of the month or coinciding with 45 days of employment.

Enrollment Type

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

Where two Subscribers who are spouses and are both eligible for coverage under this contract, they may be enrolled together or separately, but not both. Dependent children may be enrolled under one parent.

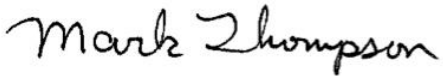
Rate Coverage

Coverage Tier	Rate Amt
SUBSCRIBER	$ 32.33
SUBSCRIBER /SPOUSE	$ 61.20
SUBSCRIBER /CHILDREN	$ 79.96
SUBSCRIBER /FAMILY	$ 124.12

These rates are contingent upon the minimum percent enrollment as stated in the original quote, in accordance with the eligibility provisions in Article III.

Riders or Appendices Attached

Countersigned:
Delta Dental of Colorado



Signature

_____

Date
Accepted:
ADAMS COUNTY GOVERNMENT (EPO SCHEDULE 1B) – 7195/77195/97195

_____

Signature

_____

Date

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ARTICLE I. DEFINITIONS

The terms below apply to this Contract:

1.01 ALTERNATE BENEFIT means the amount allowed based on the least costly, commonly accepted Service used to treat a dental problem when a Covered Person selects more costly treatment options.

1.02 APPLICANT means the Group or Employer wishing to provide dental benefits.

1.03 BENEFITS means the Services described in this Contract in the Benefits Rider, BENEFITS, LIMITATIONS and EXCLUSIONS.

1.04 COINSURANCE means the percent of a Covered Amount which Delta Dental will pay. The Coinsurance for each type of Covered Service appears in the Declaration Page. The Coinsurance that applies to a Subscriber may vary by type of dental Service.

1.05 COMPLETED means:

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

A Benefit is only payable once Completed.

1.06 The **CONTRACT ANNIVERSARY DATE or ANNIVERSARY DATE** is noted on the Declaration Page of this Contract. The anniversary date is the first day of each Contract Year following the initial Contract Year.

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

1.08 CONTRACT TERM means the time from the Effective Date of the Contract until it is terminated.

1.09 CONTRACT YEAR is the 365 days beginning on the Effective Date of this Contract, and each year after unless the contract is terminated. The contract year is 366 days in a leap year.

1.10 COVERED AMOUNT means:

- For PPO Providers, the lesser of the PPO Provider's Allowable fee or the fee actually charged.
- For Premier Participating Providers, the lesser of the Premier Maximum Plan Allowance, or the fee actually charged.
- For all other Providers, the lesser of the non-participating Maximum Plan Allowance, or the fee actually charged.

1.11 COVERED SERVICES means the Services described in this Contract or attachments, subject to the limitations and exclusions noted.

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

1.13 DEPENDENT means:

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

If the Group chooses whether to cover a Civil Union Partner that option will be noted on the Declaration Page.

Eligible children are natural children, stepchildren, children under court-ordered guardianship, adopted children, and children of a civil union.

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

Persons in active military service are not eligible Dependents.

1.14 EFFECTIVE DATE is the date coverage begins.

1.15 ELIGIBLE CLASS is a group of Subscribers who are allowed to enroll under the Contract. A list of Eligible Classes is on the Declaration Page.

1.16 ELIGIBILITY WAITING PERIOD means the time that a person must be employed before they may enroll. The Eligibility Waiting Period is chosen by the Applicant and may differ by Eligible Classes. The Eligibility Waiting Period, if any, is noted on the Declaration Page and in Article III.

1.17 EMPLOYEE means someone who works the minimum number of hours defined by the Employer.

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

1.19 GROUP means the Applicant or Employer contracting for dental benefits.

1.20 LATE ENROLLMENT means to enroll after first becoming eligible. A Late Enrollee must be enrolled for 12 months before Covered Services beyond those noted on the Declaration Page are covered.

The exceptions to this rule are:

- A Subscriber or Dependent who loses coverage through another group plan. (Loss of coverage is defined as loss due to death, divorce, loss of job, or termination of benefits by the employer.) Such Subscriber or Dependent will be allowed to enroll within 31 days of the loss of coverage with proof of loss. The person will not be a Late Enrollee.
- A Dependent child under age four may be added on any Contract Anniversary Date. The child will not be a Late Enrollee.

If the Applicant chooses Late Enrollment, the option will be noted on the Declaration Page.

1.21 MAXIMUM PLAN ALLOWANCE means the most that a Provider is allowed to charge for a procedure. Delta Dental reviews the limits twice a year. We may increase or decrease fees for any procedure.

1.22 MEMBER means any person eligible and enrolled for coverage under this plan.

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

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

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

If the Applicant chooses an Open Enrollment period, the option will be noted on the Declaration Page.

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

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

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

1.28 **PRE-TREATMENT ESTIMATE** is a review of a Provider's plan of care to decide what is covered under this Contract.

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

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

1.31 **STARTED** means:

- For Full Dentures or Partial Dentures (removable partial dentures): The date the final impression is taken.
- For Fixed Bridges (fixed partial dentures), Crowns, Inlays, Onlays and other laboratory prepared restorations: The date the teeth are first prepared (i.e., drilled down) to receive the restoration.
- For Root Canal Therapy: The date the pulp chamber is first opened.
- For Periodontal Surgery: The date the surgery is performed.
- For All Other Services: The date the Service is performed.

1.32 **SUBSCRIBER** means:

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

1.33 **TIED-TO-MEDICAL** means dental benefits linked to the medical plan that the Applicant offers. Only those who enroll in a medical plan may be Subscribers under a dental plan that is tied-to-medical.

If the Applicant chooses Tied-To-Medical, the option will be noted on the Declaration Page.

ARTICLE II. MONTHLY PREMIUM

2.01 PREMIUM DUE DATE. The Group agrees to pay Delta Dental the Monthly Premium for each Member on or before the first day of the month for which the premium is due.

2.02 MONTHLY PREMIUM. The Monthly Premium for each Subscriber is noted on the Declaration Page.

2.03 INITIAL PREMIUM. This Contract is not effective until Delta Dental receives the initial Premium. Future Premiums are due on the first day of each month.

2.04 PREMIUMS AT TERMINATION. If this Contract terminates for any reason, the Applicant must pay all Premiums due but not paid.

2.05 CHANGE OF PREMIUM RATES. Absent an amendment agreed to by Applicant and Delta Dental, Premiums will not change during a Contract Year except as noted in Section 2.06.

2.06 EFFECT OF PREMIUM TAX CHANGES. If a new tax is imposed on Delta Dental on the amount of Premium or the number of persons covered, the Monthly Premium will be increased by the amount of any such new tax. If the rate of an existing tax on the amount of Premium or the number of persons covered is increased, the Monthly Premium will be increased by the amount of the increased tax.

2.07 CLERICAL ERRORS. Clerical errors or delays in data related to coverage will not affect coverage that would otherwise be in force. Upon discovery of such errors or delays, charges will be adjusted.

2.08 GRACE PERIOD. Except for the initial Premium, a Grace Period until the 45 day grace period of 15th day of each month for the previous month's fees. Coverage remains in force during the Grace Period unless cancelled by the Group. If the Premium is not paid by the end of the Grace Period, the Contract will terminate as of the last day of the Grace Period. Premiums are due through the last day of the Grace Period.

2.09 REFUNDS. Group must provide timely notice to Delta Dental when a Subscriber is no longer eligible. Group must pay the Monthly Premium through the date that notice is given. If Premium is paid for a Person who is no longer eligible and timely notice was given, Delta Dental will refund the Premium for the period paid in error. The refund will be paid for up to three months or to the last Contract Anniversary, whichever is less. If Benefits were paid for a person after coverage terminated, the full amount of the Benefits paid in error must be repaid to Delta Dental before any Premium will be refunded.

ARTICLE III. ELIGIBILITY

3.01 ELIGIBILITY. Subject to eligibility rules set forth in Section 3.02 below and/or on the Declarations Page, a Subscriber in an Eligible Class may enroll within 31 days after the Eligibility Waiting Period. They may also enroll during an Open Enrollment period if offered by the Employer.

a) **BECOMING COVERED.** Delta Dental must receive enrollment data for each Subscriber in a format acceptable to Delta Dental. The enrollment data must be received within 31 days of a Subscriber or Dependent's enrollment. The enrollment data must include the Subscriber's address, gender, social security number, date of birth and effective date. If the Subscriber chooses to enroll Dependents, each Dependent's name (including surname if different from Subscriber's), relationship to the Subscriber, address, gender, social security number and date of birth must be submitted.

- Coverage is effective after the eligibility waiting period shown on the Declaration Page.
- A Subscriber not enrolled in the plan may not enroll Dependents.

b) **ENROLLMENT TYPE. The Group's enrollment type is set forth on the Declaration Page. It will be one of the following:**
- Late Enrollment. A Member who does not enroll within the period described in Article III Section 3.01a will be considered a Late Enrollee.
- Open Enrollment. A Member who fails to enroll within the period described in Article III, Section 3.01a may enroll at the next Open Enrollment.
- Tied-to-Medical. Eligibility for the dental plan will be the same as that required by the medical plan.

c) **MAINTAINING COVERAGE.** The Group will give Delta Dental a list of any plan additions, changes, or terminations on or before the first day of each month. Delta Dental is not required to provide Benefits for a Subscriber or Dependent not on the list and for whom the monthly Premium is not paid.

3.02 SUBSCRIBER ELIGIBILITY. Subscribers may enroll within 31 days of the date they first become eligible.

a) Depending on the Enrollment Type of the group, eligible Subscribers who do not enroll as described above may enroll
- For Open Enrollment Groups, only during Open Enrollment. Eligible Subscribers who enroll and later drop the plan may enroll only during Open Enrollment.
- For Late Enrollment Groups, they may be able to enroll as a Late Enrollee.

b) Eligible Subscribers who lose coverage through another source may enroll with proof of loss. (Loss of coverage is defined as loss due to death, divorce, job loss, or termination of benefits by the employer.) They must enroll within 31 days of the loss of coverage.

3.03 DEPENDENT ELIGIBILITY. Dependents of an eligible Subscriber may enroll within 31 days of the following:

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

a) If the group's Enrollment Type is Tied-to-Medical and Dependent enrollment is desired, the Dependents must be the same as those on the medical plan.
   - If the group's Enrollment Type is Open Enrollment, the Dependent can be added during the Open Enrollment period.
   - If the group's Enrollment Type is Late Enrollment, a Dependent can be added as a Late Enrollee.

b) Depending on the Enrollment Type of the group, Eligible Dependents who do not enroll as described above may enroll
   - For Open Enrollment Groups, only during Open Enrollment. Dependents who enroll and later drop the plan may enroll only during Open Enrollment.
   - For Late Enrollment Groups, they may be able to enroll as a Late Enrollee.

c) Eligible Dependents who lose coverage through another source may enroll with proof of loss. (Loss of coverage is defined as loss due to death, divorce, loss of job, or termination of benefits by the employer.) They must enroll within 31 days of the loss.

3.04 TERMINATION OF COVERAGE. A Member's plan will terminate at the earliest of:

- The date Delta Dental receives a written request to cancel;
- The last day of the month the Subscriber is not eligible for coverage;
- The date the Contract terminates;
- The end of the period for which Premium is paid;
- The last day of the end of the month the Member enters full-time military service of any country; or
- As to any Dependent, the last day of the end of the month the person no longer qualifies as a Dependent.

Delta Dental must be notified within 60 days if a Member is no longer eligible.

Family and Medical Leave ACT (FMLA) -

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

3.05 INVOLUNTARY LOSS OF COVERAGE DUE TO STRIKE, LEAVE OF ABSENCE OR LAYOFF. If a Subscriber loses coverage due to strike, lay-off or leave of absence, and returns to work within 30 days, he may re-enroll on the first day of the month after his return to work. If the absence exceeds 30 days, he will be treated as a new Subscriber. Contract provisions relating to the Deductible, Coinsurance, Contract Year Maximum, and Waiting Periods, if any, will apply as to new coverage. The following exception applies:

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

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

3.06 INVOLUNTARY LOSS OF "OTHER COVERAGE". A person who loses dental coverage from another source will be allowed to enroll with proof of the loss. (Loss of coverage is defined as loss due to death, divorce, loss of job, or termination of benefits by the employer.) The person must enroll within 31 days of the loss. Coverage will begin the date immediately following the loss of coverage date.

3.07 VOLUNTARY TERMINATION OF COVERAGE. In groups with Open Enrollment, a Member who cancels his plan may only re-enroll at the next Open Enrollment. In groups not offering Open Enrollment, a Member who cancels his plan and wants to re-enroll will be a Late Enrollee. The requirements of Late Enrollment will apply.

3.08 REVIEW OF RECORDS. Applicant will permit Delta Dental, with advance written notice, to inspect records of Applicant in order to confirm the lists of Members prepared by Applicant. Delta Dental may verify Applicant's compliance with Article II. Delta Dental may use auditors or other agents for this purpose.

ARTICLE IV. COORDINATION OF BENEFITS

4.01 DEFINITIONS. Coordination of Benefits means taking into account other Plans when paying Benefits.

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

The following are examples of expenses that are not allowable expenses:

(1) If a Member is covered by 2 or more plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an allowable expense.

(2) If a Member is covered by 2 or more plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an allowable expense.

(3) If a Member is covered by one plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another plan that provides its benefits or services on the basis of negotiated fees, the primary plan's payment arrangement shall be the Allowable expense for all Plans. However, if the provider has contracted with the Secondary plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the primary plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the Allowable expense used by the secondary plan to determine its benefits.

(4) The amount of any benefit reduction by the primary plan because a covered Member has failed to comply with the Plan provisions is not an allowable expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.

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

Primary Coverage means Coverage that must pay first. The Primary Plan must pay up to its full liability.

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

4.02 WHEN COORDINATION OF BENEFITS APPLIES.

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

4.03 RULES FOR COORDINATION OF BENEFITS.

The rules for the order of payment are shown below.

- The Plan covering a Subscriber as an Employee is primary to a policy on which the Member is a Dependent.
- For Dependent children, primacy will be determined as follows.

  The Plan of the parent whose birthday occurs earlier in a year will be primary.

  If the parents are separated or divorced, the Plan of the parent who is ordered by court decree to pay for dental expenses will be primary. If the court decree orders parents to share, the decree governs and these rules shall apply to decide the primary plan.

  The Plan of the parent with custody is Primary. If the custodial parent has remarried, the stepparent's Plan is Secondary and the Plan of the parent without custody pays third.

  If the above rules do not establish an order of benefit payment, the Plan that has covered the Person the longest will be Primary. If a Plan covers a person who has been laid off or is retired, it will be Secondary to any other Plan.
- A group Plan that does not have a Coordination of Benefits clause is primary.

If this Plan is Primary, we will pay claims without regard to benefits provided by any other Plan. If this Plan is Secondary, it shall calculate the benefits it would have paid on the claim 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 reduce its payment by that 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 100 percent of 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.

ARTICLE V. CONDITIONS UNDER WHICH BENEFITS WILL BE PROVIDED

5.01 PAYMENT OF CLAIMS. Covered services will not include, and payment will not be made for claims for dental Services not listed in this Contract and any Appendix, Amendment, or Rider. Claims submitted to Delta Dental must use terms of the American Dental Association Current Dental Terminology (Code on Dental Procedures and Nomenclature).

5.02 APPEAL OF AN ADVERSE DETERMINATION OF A CLAIM.

A. Internal Appeal Process - First Level Appeals

A Member may appeal an adverse claim decision within 180 days of the date of the original Explanation of Benefits by writing to:

Delta Dental of Colorado
Appeals Analyst
P.O. Box 172528
Denver, CO 80217-2528

A Member may submit additional information in support of the appeal.

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

The decision will be sent to the Member with the rationale for the decision. The decision will be made within 15 calendar days for pre-service denials. Post-service decisions will be made within 30 calendar days.

B. Internal Appeal Process - Second Level Appeals (Not available for Self-Funded Groups)

If a denial is upheld at the first level, a Member may request a second level appeal. The request must be received within 30 days of the First Level Appeal decision. It must be submitted to the address noted in 5.02A. Additional information may be submitted. Second level appeals will be reviewed by an impartial provider with the appropriate expertise. The reviewer will not have been involved in the first appeal. The Member, or a designated representative, may request to appear before the reviewer in person or may present by conference call.

A Second Level Appeal decision will be issued within 7 days of the review meeting.

C. Internal Appeal Process - Expedited Appeals

Members may request an expedited appeal when the time for a standard review would seriously jeopardize the life or health of the Member, would jeopardize the Member's ability to regain maximum function, or, for persons with a disability, create an imminent and substantial limitation on their existing ability to live independently.

Expedited review decisions will be issued within 72 hours.

D. Independent External Review (Not available for Self-Funded or Federal Groups)
Where Delta Dental makes an Adverse Determination and the Member exhausts the internal appeals process, the Member has the right to request an external review. Delta Dental will notify the Member of the right, if any, to request an external review after the First Level appeal.

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

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

Delta Dental of Colorado
Appeals Analyst
P.O. Box 172528
Denver, CO 80217-2528

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

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

5.03 CLAIMS FROM NON-PARTICIPATING PROVIDERS. Payment for Completed Covered Services from a Non-Participating Provider will be based on the non-participating Maximum Plan Allowance. The Member will be responsible for the full cost of Service.

5.04 CLAIMS FROM PARTICIPATING PROVIDERS. Payment for Completed Covered Services provided by a Participating Provider will be made directly to the Provider. The patient does not have to pay any amount above what Delta Dental allows. For PPO Participating Providers, the amount Delta Dental allows is set forth in the PPO Schedule of Allowances. For Premier Participating Providers, the amount Delta Dental allows is the Premier Maximum Plan Allowance. If the Participating Provider charges more for a Service than Delta Dental allows, that amount is not chargeable to the patient.

5.05 TIME FRAME FOR SUBMISSION OF CLAIM. Delta Dental will not pay claims submitted more than 12 months after the date the Service is Completed. If a Participating Provider failed to submit a claim within this time, the Member will not be liable for the amount that Delta Dental would have paid.

5.06 AVAILABILITY OF PROVIDER. A Member may elect the Service of any licensed Provider, but neither Delta Dental nor Applicant guarantees the availability of any Provider.

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

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

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

- Benefits will be paid in the amount that would have been paid and subject to the same terms as would have applied if the Person's coverage were still in effect.
- Benefits will be paid only if the Covered Service is Completed within 60 days after the date the Person's coverage ended.

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

5.09 PRE-TREATMENT ESTIMATE. Before starting treatment that may cost $400 or more, Members may request an estimate from Delta Dental of what is covered. Pre-treatment estimates are not required.

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

ARTICLE VI. GENERAL TERMS AND CONDITIONS

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

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

6.03 **LEGAL ACTION.** No action at law or in equity may be filed in order to recover on this Contract prior to the expiration of 60 days after final notice of claim has been filed in accordance with the requirements of this Contract.

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

6.05 ENTIRE CONTRACT; AMENDMENTS. This Contract is the complete agreement between Delta Dental and the Group. This Contract may not be orally amended or changed. This Contract may at any time be amended and changed by written agreement between Delta Dental and the Group. Any such amendment will be binding on all Members regardless of the date their coverage became effective or the date treatment was Started.

6.06 CONTRACT CHANGES. No agent or employee of Delta Dental may change the Contract or waive any of its provisions. No change in the Contract will be valid unless approved in writing by an authorized Delta Dental employee.

6.07 GROUP'S ACCESS TO RECORDS. Delta Dental agrees that Group or its designated representative may access all files and records pertinent to the Group in accordance with federal and state laws. The group must give 14 days written advance notice.

6.08 SETTLEMENT OF DISPUTES. Any dispute between Delta Dental, a Participating Provider, and Member, or any combination of these, must be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Except for ERISA covered claims, disputes include adverse claim decisions not settled by the appeals process. Judgment on the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction. Arbitration may be initiated by any party to a dispute by giving notice to each party, by filing two copies of such notice with the American Arbitration Association and by complying with other applicable provisions of the Association's rule.

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

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

6.10 SUBSCRIBER BENEFIT BOOKLET. Delta Dental will give an Subscriber Benefit Booklet to the Group. The Group will make the booklet available to each Subscriber. If an amendment to this Contract will materially affect the Benefits in the booklet, we will give a revised Subscriber Benefit Booklet or inserts showing the change to the Group.

6.11 PHYSICAL EXAMINATION. Delta Dental, at its own expense, may examine an individual for whom a claim or request for pre-estimation of Benefits is pending under this Contract.

6.12 GENDER. The use of the singular will include the plural and the plural the singular. Use of any gender will include all genders.

6.13 NON-DISCRIMINATION. Delta Dental does not use individual health factors to determine benefits or premium rates. Health factors include health status, medical condition (including both physical and mental illnesses), claims experience, receipt of health care, medical history, genetic information, evidence of insurability and disability.

6.14 HIPAA PRIVACY & SECURITY. Delta Dental complies with the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security regulations.

6.15 AGREEMENT WITH STATE LAW. Any requirement in this Contract which on its effective date is in conflict with the laws of the state in which any Member lives is hereby changed to the minimum requirement of such laws.

ARTICLE VII. RENEWAL AND TERMINATION

7.01 RENEWAL. The Contract will renew for one-year periods unless either party elects not to renew by giving the other party written notice. Notice must be received at least 60 days before the end of the current Contract year. If there are changes to the rates or other terms of this Contract effective on an Anniversary Date, Delta Dental will provide notice of the proposed changes with the notice of renewal.

7.02 TERMINATION. This Contract may be terminated as follows:

a) By either the Group or Delta Dental at the end of the initial Contract or at the end of any contract year if the required notice of non-renewal is given.
b) If Premium is not paid within **30** days of the due date, Delta Dental will give notice that payment is past due. If payment is not received by the last day of the Grace Period, Delta Dental may terminate the Contract.
c) The Group may terminate if Delta Dental fails to provide the Benefits under the Contract and does not correct the failure within 60 days.
d) Delta Dental may terminate if enrollment falls below the required percent shown on the quote. Delta Dental may propose to the Group adjustments in rates, Benefits, or copayments to correct adverse group experience that could result from a reduction in size. Within 30 days, the Group will select an alternative in writing. If an alternative is not selected, Delta Dental may terminate the Contract.
e) Group may terminate by written notice of intent to terminate as of any date other than the end of the Contract Term. The termination date will be the last day of the month during which Delta Dental received the Group's written notice of intent to terminate.
f) Delta Dental may terminate if the number of enrolled Subscribers drops below the required number in the quote. Delta Dental may propose to the Group alternative rates, Benefits, or copayments necessary to correct adverse group experience that could result from such reduction in size. Within 30 days, the Group will select an alternative by written notice to Delta Dental. If an alternative is not selected, Delta Dental may terminate the Contract.
g) Delta Dental may terminate upon any fraud or misrepresentation by the Applicant. With respect to coverage of a Member, fraud or misrepresentation by the Member or such person's representative may result in termination.

7.03 In the event of termination by Delta Dental, all Benefits will end and Delta Dental will have no further obligations as of the last day of the month in which written notice of termination is effective. Premium must be paid through that period. Delta Dental will pay for Services Started while a person was covered under the Contract but Completed after the person's coverage ends pursuant to Section 5.08, Extended Coverage.

7.04 If Group has not paid Premiums to Delta Dental for a period up to and including the termination date, Group will remit such Premium within 30 days of termination.

7.05 REINSTATEMENT.

Delta Dental, at its sole discretion, may reinstate a Contract that was terminated for non-payment of Premium. If Delta Dental reinstates a Contract, the following rules will apply:

a) All Premiums then due and unpaid must be paid, including the Premium for the Grace Period.
b) Interest on past due Premiums must be paid at a rate of 1.5% per month or the highest rate allowed by state law if less.
c) Delta Dental may review the claim experience for the group and, based on its analysis, offer to reinstate the group at a different Premium rate than was in force at the time the Contract lapsed.
d) A Contract Reinstatement Fee of $50.00 must be paid.

ARTICLE VIII. CONTINUATION COVERAGE

8.01 COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) generally applies to Groups with 20 or more Subscribers.

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

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

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

8.02 Continued Health Coverage required by the State of Colorado (State Continuation) applies to Groups not subject to COBRA.

Members covered under this Contract, or a similar contract it replaces, for at least 6 months may be able to continue coverage for up to 18 months under State Continuation. Their premium and benefits will be the same as those for active Subscribers, except that the Member will be responsible for the Premium. The Employer or Group must administer State Continuation according to state law.

State Continuation coverage is effective upon loss of coverage. Within 60 days of the loss, the Group must send enrollment information and premium to Delta Dental for the Member's benefits to continue.

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

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

RIDERS and APPENDICES

COVERED DENTAL SERVICES

Subject to the limitations and exclusions included in this Contract, the Completed dental Services are Benefits when provided by a Provider (or other person legally permitted to perform such Services by authority of license) and are determined under the standards of generally accepted dental practice to be Necessary and appropriate. Benefits will be determined based on the terms of this Contract and Delta Dental's Processing Policies.

DIAGNOSTIC & PREVENTIVE SERVICES

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

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

Adjunctive: Certain additional Services, including emergency palliative treatment, performed as a temporary measure that does not affect a definitive cure.

PROCEDURE	BENEFIT DESCRIPTION
Oral Exam (All exam types)	Two exams in a 12 month period are covered. There is no separate benefit for diagnosis, treatment planning or consultation by the treating provider
Dental Cleaning	Two cleanings in any 12 month period are covered. An adult cleaning is not covered for persons under age 14. For those with any condition(s) listed below, 2 additional cleanings (or any procedure that includes cleaning) will be provided during a 12 month period. • Diabetes with documented gum conditions, • Pregnancy with documented gum conditions, • Cardiovascular disease with documented gum conditions, • Kidney failure with dialysis, and • Suppressed immune system due to chemotherapy or radiation treatment, HIV Positive status, Organ Transplant or stem cell (bone marrow) transplant.
Bitewing X-rays	Covered one time in a 12 month period.
Full Mouth Survey or Panoramic X-ray	Covered one time in a 60 month period.
Individual Periapical X-rays **Intraoral Occlusal X-rays** **Extraoral X-rays**	Limited to the allowance for a full mouth survey or panoramic x-ray. If the fee meets or exceeds the allowance for a full mouth survey, it will be processed as a full mouth survey.

Sealants	Covered one time per tooth in a 36 month period. Allowed for the occlusal (chewing) surface of decay-free unrestored permanent molars. Covered for children through age 14. There is no separate benefit for preparation of the tooth or any other procedure associated with the sealant application.
Preventive Resin Restoration	Covered as a sealant above.
Fluoride Treatment	Covered twice in a 12 month period for children through age 15.
Space Maintainer	Covered for children through age 13 to maintain space left by prematurely lost baby back teeth.
Adjunctive Services	Services related to another category of covered services will be covered at the same percentage as the related category of covered services.
Palliative Treatment	Covered as a separate benefit only if no other service is provided during the visit except an exam and/or x-rays.
Oral Pathology Lab Procedures	Covered with a pathology report.

BASIC SERVICES

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

Oral Surgery: Extractions and certain other surgical Services and associated covered anesthesia and/or related Covered Services.

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

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

PROCEDURE	**BENEFIT DESCRIPTION**
Amalgam Fillings (silver fillings)	Multiple fillings on one surface will be paid as a single filling. Replacement of an existing amalgam filling is allowed if at least 12 months have passed since the existing amalgam was placed.
Composite Resin (white plastic) Fillings	Multiple fillings on one surface will be paid as a single filling. Replacement of an existing composite resin filling is allowed if at least 12 months have passed since the filling was placed.
Stainless Steel Crowns Resin Crowns	Covered when the tooth cannot be restored by a filling and then 1 time in a 12 month period.
Protective Filling	Covered if no other restorative service is performed on the same tooth on the same date. Not covered during a course of endodontic therapy.

Pin Retention	Covered with a basic (amalgam or composite) filling. A benefit one time per filling.
Extraction - Coronal Remnants Deciduous Tooth	Includes local anesthesia and routine post-operative care, which are not covered separately.
Extraction - Erupted Tooth or Exposed Root	Includes local anesthesia and routine post-operative care, which are not covered separately.
Therapeutic Pulpotomy	Covered for baby teeth.
Root Canal Therapy	Covered once per tooth. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Repeat Root Canal therapy	Covered if the first root canal procedure on the same tooth was performed at least 24 months earlier.
Apicoectomy	Covered once per root each 24 months. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Retrograde Filling (per root)	Covered once per root each 24 months. X-rays, cultures, tests, local anesthesia and routine follow-up care are not covered separately.
Root Amputation (per root)	X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Periodontal Scaling and Root Planing - Per Quadrant	Covered one time per quadrant of the mouth in any 24 month period.
Periodontal Maintenance Procedures Following Active Therapy	Periodontal maintenance procedures or any combination of periodontal maintenance procedures and prophylaxis (adult and child cleanings) are limited to 4 in any 12 month period.
Gingivectomy	One periodontal surgical procedure is covered per quadrant in any 36 month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Local anesthesia and routine post-operative care are not separately allowed as benefits.
Gingival Flap Procedure	One periodontal surgical procedure is covered per quadrant in any 36 month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Root planing, local anesthesia and routine post-operative care are not separately covered.
Osseous Surgery, Guided Tissue Regeneration (includes surgery and re-entry), Pedicle Soft Tissue Graft, Free Soft Tissue Graft (including donor site)	One periodontal surgical procedure is covered per quadrant in any 36 month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Local anesthesia and routine post-operative care are not separately allowed as benefits.
Surgical Extractions of Teeth or Tooth Roots	Local anesthesia and routine post-operative care are not separately allowed as benefits.

Oral Surgery Services	Includes fistula closure, sinus perforation closure, tooth reimplantation, surgical access to expose teeth, biopsies, soft-tissue lesion removal, excision of bone tissue, excision of hyperplastic gum tissue, surgical incisions, and cyst removal. Local anesthesia and routine post-operative care are not separately allowed as benefits.
Alveoloplasty	Not allowed as a separate benefit when performed on the same date as extractions. Includes local anesthesia and routine post-operative care.
General Anesthesia **Analgesia (Nitrous Oxide)** **I.V. Sedation**	Only one type of anesthesia procedure per date of service is allowed as a separate benefit when provided for covered oral surgical procedures.

MAJOR SERVICES

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

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

PROCEDURE	BENEFIT DESCRIPTION
Re-Cement Crowns, Inlays and Onlays	Covered after 6 months from initial insertion.
Repairs to Crowns	Subject to Delta Dental's consultant review.
Re-Cement Fixed Bridges	Covered after 6 months from initial insertion of fixed bridge.
Repairs to Fixed Bridges	Subject to Delta Dental's consultant review.
Denture Adjustments	Covered after 6 months from the insertion of the full or partial denture.
Repairs to Full and Partial Dentures	Covered after 6 months from the insertion of the full or partial denture.
Tissue Conditioning per Denture Unit	Covered two times in a 36 month period.
Relining Dentures **Rebasing Dentures**	Relining or rebasing is covered at least 6 months after the initial insertion of a full or partial denture and then not more than one time in a 36 month period.

Inlays	An alternate benefit allowance for an amalgam filling will be made for the same number of surfaces. Any difference in fee is chargeable to the patient. It will be covered if 60 months have passed since the last placement. Not covered for children under age 12.
Crowns	Covered when the tooth cannot be restored by an amalgam or composite filling and if more than 60 months since the last placement. Not covered for children under age 12.
Core (Crown) Buildup including any Pins	Covered when needed to retain a crown or onlay and only when need is due to extensive loss of tooth structure caused by decay or fracture. Covered only if 60 months have passed since the last buildup or post and core procedure for the same tooth. Not covered for children under age 12.
Post and Core (in conjunction with a Crown or Onlay)	Covered for endodontically treated teeth. Must be needed to retain a crown or onlay, and only when necessary due to extensive loss of tooth structure caused by decay or fracture. Covered only if 60 months have passed since the last buildup or post and core procedure for the same tooth. Not covered for children under age 12.
Fixed Bridges	Initial fixed bridge is covered. Replacement of an existing fixed bridge is covered if the existing fixed bridge is more than 60 months old, is not serviceable, and cannot be repaired, and there is no prior payment of covered Special Restorative or Prosthodontic benefits for the same tooth. Not covered for children under age 16.
Core (Bridge) Buildup including any Pins (in conjunction with a Bridge Abutment or a Fixed Bridge)	Covered when needed to retain a fixed bridge or endodontically treated teeth. Only when necessary due to extensive loss of tooth structure caused by decay or fracture. Covered only if 60 months have passed since the last buildup or post and core procedure for the same tooth. Not covered for children under age 16.
Full Dentures	Initial full dentures are covered. Replacement is covered after 60 months from the last placement. Dentures must not be able to be repaired. Personalized dentures, overdentures or associated procedures are not covered.
Partial Dentures	Initial partial dentures are covered. Replacement is covered after 60 months have elapsed since the last placement. Dentures must not be able to be repaired. Precision or semi-precision attachments are not covered. The benefit for a partial denture includes any clasps and rests and all teeth. Metal based partial dentures are not covered for children under age 16.

Temporary Removable Partial Dentures	Initial temporary removable partial dentures are covered to replace missing permanent front teeth. Replacement is covered only after 60 months have elapsed since the last placement.

ORTHODONTIC SERVICES

PROCEDURE	**BENEFIT DESCRIPTION**
Orthodontic Treatment	Orthodontics are defined as the services provided by a licensed Provider involving orthognathic surgery or appliance therapy for movement of teeth and post-treatment retention for treatment of malalignment of teeth and/or jaws including any related interceptive services.
Limitations on Orthodontic Benefits	a) No benefits will be provided for: • Replacement or repair of appliances. • Orthodontic care provided in the treatment of periodontal cases or cases involving treatment or repositioning of the temporomandibular joint or related conditions. b) Periodic Orthodontic payments will end upon termination of treatment for any reason prior to completion of the case, or upon termination of the Covered Person's eligibility. c) We will make periodic payments based on the provider's treatment plan. Total case fees include active treatment and post treatment retention or stabilization. We will not make separate benefit for post treatment stabilization. d) For comprehensive orthodontic treatment in progress that began prior to eligibility in the plan, Delta Dental will reduce periodic payments using its applicable processing policies.

LIMITATIONS/EXCLUSIONS (What Is Not Covered)
GENERAL LIMITATIONS – ALL SERVICES

a. Temporary services will be covered as part of the final service. The benefit allowed for such service and the final service is limited to the benefit allowed for the final service
b. Services are covered when provided by a person legally permitted to perform such Services and are determined to be Necessary and appropriate. Benefits will be based on the terms of this plan and Delta Dental's Processing Policies, even if no monies are paid.
c. Pre- and post-operative procedures are considered part of any associated Covered Service. Benefit will be limited to the Covered Amount for the Covered Service.
d. Local anesthesia is considered part of any associated Covered Service. Benefit will be limited to the Covered Amount for the Covered Service.

EXCLUSIONS

a) Services for injuries or conditions which are covered under Worker's Compensation or employer's liability laws. Services provided by any federal or state agency. Services provided without cost by any city, county or other political subdivision. Any Services for which the person would not have to pay if not insured, except if such exclusion may be prohibited by law.
b) Any Service Started when the person was not covered under this Contract. This includes any Service Started during an applicable Waiting Period.
c) Services for treatment of birth or developmental defects, ***except*** **dental Services within the mouth for treatment of a condition related to cleft lip and/or cleft palate**.
d) Services to treat tooth structure lost from wear, erosion, attrition, abrasion or abfraction.
e) Services resulting from improper alignment, occlusion or contour.
f) Services related to periodontal stabilization of teeth (splinting).
g) Habit appliances, night guards, occlusal guards, athletic mouth guards and gnathological (jaw function) services, bite registration or analysis, or any related services.
h) Patient management services (***except*** covered anesthetic services).
i) Charges for prescribed drugs.
j) Any Experimental or Investigational treatment.
k) Services that may otherwise be covered, but due to the patient's condition would not prove successful to improve the patient's oral health.
l) Any treatment done in anticipation of future need (***except*** covered preventive services).
m) Hospital costs or any charges for use of any facility.
n) Any anesthesia service not included in Covered Services.
o) Grafts done in the mouth where teeth are not present.
p) Grafts of tissues from outside the mouth into the mouth.
q) Therapy for speech or the function of the tongue or face.
r) Treatment of any temporomandibular joint (TMJ) problems, including facial pain, or any related conditions. Any related diagnostic, preventive or treatment Services.
s) Services not performed in accordance with Colorado state laws. Services by any person other than a person licensed to perform them. Services to treat any condition, other than an oral or dental disease, abnormality or condition.
t) Teaching services.
u) Completion of forms. Providing diagnostic information. Copying of other records.

v) Replacement of lost, stolen or damaged items.
w) Repair of items altered by someone other than a Provider.
x) Any Services not included in Covered Services.
y) Services for which charges would not have been made but for this coverage, except for Services as provided under Medicaid.
z) Missed appointment charges.
aa) Preventive control programs, including home care items.
bb) Plaque control programs.
cc) Self-injury.
dd) Provisional splinting.
ee) Bone grafting when done in the same site as a tooth extraction, implant, apicoectomy or hemisection.
ff) Services provided for treatment of teeth retained in relation to an Overdenture.
gg) Any Prosthodontic service provided within 60 months of Special Restorative services involving the same teeth.
hh) Any Special Restorative service provided within 60 months of fixed Prosthodontic Services involving the same teeth.
ii) Fixed and removable Prosthodontic appliances (bridges and partials) are not a benefit in the same arch except when the fixed denture (bridge) replaces front teeth. Allowance is limited to the allowance for the removable partial denture.
jj) Services from a Provider other than a PPO Participating Provider.
kk) Any services not listed on the EPO Co-Payment schedule.