

State Dental Plan

Certificate of Coverage

State of Minnesota

Group Number 216

Notice of Privacy Practices

Effective date: September 23, 2013

Introduction

The State of Minnesota, and other participating employers, sponsor a Plan and are required to by federal law to provide You this Notice of the Plan's privacy practices and related legal duties and of Your rights in connection with the use and disclosure of Your protected health information (PHI). Carefully review this Notice to understand your individual rights and the ways that the Plan protects your privacy.

PHI is individually identifiable health information held or transmitted by a covered entity, including the Plan and its vendors, in any form or media, including electronic, paper and oral. Individually identifiable health information includes demographic data, that relates to an individual's past, present or future physical or mental health or condition, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and that identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual.

While this Notice is in effect, the Plan must follow the privacy practice described. The Plan reserves the right to change its privacy practices and the terms of this Notice at any time, provided that applicable law permits such changes. The Plan also reserves the right to make such changes effective for all PHI that the Plan maintains, including information created or received before the changes were made.

Health Plans covered by this Notice

This Notice describes the privacy practices of the group health plans listed here and together these plans are collectively known as the "Plan." Each of these plans is independent of one another. This Notice will apply to the extent that You participate in each separate plan. The State contracts with internal and external entities to perform the work of each of these plans. They may share PHI for the treatment, payment, and health care operations. Each entity is required to agree to additional terms and conditions to protect Your PHI.

Name of plan	Plan administrator	Claim administrator
The Minnesota Advantage Health Plan	SEGIP	BlueCross BlueShield of Minnesota, BlueCross BlueShield of Minnesota PPO HealthPartners, HealthPartners PPO PreferredOne Pharmacy benefit claims through Navitus Health Solutions
The Advantage Consumer Directed Health Plan	SEGIP	BlueCross BlueShield of Minnesota, BlueCross BlueShield of Minnesota PPO HealthPartners, HealthPartners PPO PreferredOne Pharmacy benefit claims through Navitus Health Solutions

HealthPartners Dental Plan	SEGIP	HealthPartners and HealthPartners Freedom Plan
The State Dental Plan	SEGIP	Delta Dental of Minnesota
Flexible Benefits Accounts	SEGIP	Eide Bailly
Wellness Program	SEGIP and StayWell	

Uses and Disclosures of Your Protected Health Information

To protect the privacy of Your PHI, the Plan not only guards the physical security of Your PHI, but also limits the way Your PHI is used or disclosed to others. The Plan may use or disclose Your PHI in certain permissible ways, including the uses and disclosures described below. To the extent required by federal privacy law, only the minimum amount of Your PHI necessary to perform these tasks will be used or disclosed. The following categories describe the different ways that the Plan uses and discloses your PHI. Not every use or disclosure within category is listed, but all uses and disclosures fall into one of the following categories.

1. **Your authorization.** Except as outlined below, The Plan will not use or disclose Your PHI unless You have signed a form authorizing the use or disclosure. You may give the Plan written authorization to use your PHI or to disclose it to anyone for any purpose. You have the right to revoke that authorization in writing and the Plan will stop using or disclosing Your PHI in accordance with that authorization except to the extent that the Plan has taken action in reliance upon the authorization.
2. **Payment.** The Plan may use and disclose PHI about You for payment purposes, such as determining Your eligibility for Plan benefits, the eligibility of Your dependents, facilitating payment for treatment and health care services You receive, determining benefit responsibility under The Plan, coordinating benefits with other Plans, determining medical necessity, and so forth. The Plan will also provide Your PHI to the extent necessary to provide required coverage for Your former spouse.
3. **Health care operations.** The Plan may use and disclose PHI about You for health care operations. These uses and disclosures are necessary to operate the Plan. This may include developing quality improvement programs, conducting pilot projects, developing new programs, as well as cost management purposes. The Plan will not sell your PHI. The Plan will not set Your premium or conduct underwriting for Your coverage using Your PHI. Plan members are required to verify the eligibility of their dependents.
4. **Treatment.** The Plan may use or disclose PHI for treatment purposes. This includes helping providers coordinate your healthcare. For example, a doctor may contact The Plan to ensure You have coverage or, in an emergency situation, to learn who are Your other providers or to contact Your family members if You are unable to provide this information.
5. **Disclosures to the Plan Sponsor (Your Employer).** The State of Minnesota, or your participating employer, is The Plan Sponsor. The Plan may disclose Your PHI to them to the extent necessary to administer The Plan. These disclosures may be made only to the administrative units of the Employer, usually the benefits department or Your Human Resources department, and will be limited to the disclosures necessary for Plan administration purposes. Generally, this will include enrollment and billing information.

6. **Sponsored health plan programs.** Each of the benefits plans sponsored by Your Employer may disclose your PHI to another plan sponsored by Your Employer to the extent necessary to facilitate claims payment and certain health care operations of the other plans including the coordination of health care programs and the development of new programs.
7. **Communications about product, service and benefits.** The Plan may use and disclose PHI to tell You about or recommend possible treatment options or alternatives, or to tell You about health related products or services, including payment or coverage for such products or services, that may be of interest to You. The Plan may also use Your PHI to contact You with information about benefits under the Plan, including certain communications about Plan networks, health plan changes, and services or products specifically related to a health condition You may have. The Plan may contact You to provide appointment reminders or information about treatment alternatives or other health related benefits and services that may be of interest to You.
8. **Communications with individuals involved in Your treatment and/or Plan payment.** Although the Plan will generally communicate directly with You about Your claims and other Plan related matters that involve Your PHI there maybe instances when it is more appropriate to communicate about these matters with other individuals about Your health care or payment. This may include family, relatives, or close personal friends (or anyone else you may choose to designate).

With Your authorization the Plan may disclose to these persons PHI about You that is directly relevant to their involvement in these matters. The Plan may also make such disclosures to these persons if You are given the opportunity to object to the disclosures and do not do so, or if the Plan reasonably infers from the circumstances that You do not object to disclose to these persons. The Plan will not need Your written authorization to disclose Your PHI when, for example, You are attempting to resolve a claims dispute with the Plan and You orally inform the Plan that Your spouse will call the Plan for additional discussion relevant to these matters. The Plan may also provide limited PHI to Your former spouse to the extent reasonably required to continue Your former spouse on Your Plan, including information related to cost, payment, benefits, and the coverage of any joint children.

The Plan may also use or disclose your name, location, and general condition (or death) to notify, or help to notify, persons involved in Your care about Your situation. If You are incapacitated or in an emergency, the Plan may disclose Your PHI to persons it reasonably believes to be involved in Your care (or payment) if it determines that the disclosure is in Your best interest.

9. **Research.** The Plan may use or disclose PHI for research purposes, provided that the researcher follows certain procedures to protect Your privacy. To the extent it is required by State law, The Plan will obtain Your consent for a disclosure for research purposes.
10. **De-Identified Data.** The Plan may create a collection of information that can no longer be traced back to You. This information does not contain individually identifying information.
11. **Other Uses and Disclosures.** The Plan may make certain other uses and disclosures of Your PHI without Your authorization:
 - a. The Plan may use or disclose Your PHI for any purpose required by law. For example, The Plan may be required by law to use or disclose Your PHI to respond to a court order.
 - b. The Plan may disclose Your PHI in the course of a judicial to administrative proceeding (for example, to respond to a subpoena or discovery request.)
 - c. The Plan may disclose Your PHI for public health activities, including reporting of disease, injury, birth and death, and for public health investigations.
 - d. The Plan may use or disclose Your PHI, including your general condition (death) to a public or private organization authorized to assist in disaster relief efforts.

- e. The Plan may disclose Your PHI if authorized by a government oversight committee (such as a state insurance department) conducting audits, investigations, or civil or criminal proceedings.
- f. The Plan may disclose Your PHI to the appropriate authorities for law enforcement purposes.
- g. The Plan may disclose Your PHI to coroners, medical examiners, funeral directors and/or organ procurement organizations, for certain limited purposes as consistent with law.
- h. The Plan may use or disclose Your PHI to avert a serious threat to health or safety.
- i. The Plan may use or disclose Your PHI if You are a member of the military as required by the armed force services, and The Plan may also disclose Your PHI for other specialized government functions such as national security or intelligence activities.
- j. The Plan may disclose Your PHI to workers' compensation agencies for Your workers' compensation benefit determination.

Your right regarding Your Protected Health Information

You have the following rights relating to Your PHI:

1. **Right to access.** You have the right to look at or get copies of Your PHI maintained by the Plan that may be used to make decisions about Your Plan eligibility and benefits, with limited exceptions. The Plan may require You to make this request in writing. If Your written request is denied, You will receive written reasons for the denial and an explanation of any right to have the denial reviewed. You have a right to choose to receive a copy of all or of only portions of your PHI. The Plan may charge a fee for copying Your PHI for You but may waive that charge depending on Your circumstances. If you make a request in advance, the Plan will provide You with an estimate of the cost of copying the requested information.
2. **Right to request an amendment of Your PHI.** If You believe that there is a mistake or missing information in a record of Your PHI held by the Plan or one of its vendors, You may request in writing, that the record be corrected or supplemented. The Plan, or someone on its behalf, will respond usually within 60 days of receiving Your request. The Plan may deny the request if it is determined that the PHI is correct and complete, not created by the Plan or its vendors and/or not part of the Plan's or vendor's records, or not permitted to be disclosed. Any denial will include the reasons for denial and explain Your rights to have the request and denial, along with any statement in response that You provide, appended to Your PHI. If Your request for amendment is approved, the Plan or the vendor, will change the PHI and inform You of the change and inform others that need to know about the change.
3. **Right to request and receive an accounting of disclosures.** You have a right to receive a list of routine and non-routine disclosures that Plan has made of Your PHI. This right includes a list of when, to whom, for what purpose and what portion of your PHI has been released by the Plan and its vendors. This does not include a list of disclosures for treatment, payment, health care operations, and certain other purposes (such as disclosures made for national security purposes, to law enforcement officials or correctional facilities). You have a right to an accounting of disclosures for the six (6) years prior to your request. Your request for the accounting must be made in writing. You will normally receive a response to Your written disclosure for this accounting within 60 days after your request is received. There will be no charge for up to one such list each year but there may be a charge for more frequent requests.

The Plan also has a duty to notify You if Your PHI is compromised due to a breach. A breach is an inappropriate or unauthorized use or disclosure of PHI that is not appropriately secured and encrypted.

4. **Right to request restrictions.** You have the right to request that the Plan restrict how it uses or discloses Your PHI. The Plan will consider Your request but generally is not legally bound to agree to the restriction. If the Plan does agree to Your restriction it must comply with the agreed to restriction, except for purposes of treating You in a medical emergency.

5. **Right to choose how the Plan contacts You.** You have the right to request that the Plan communicate with You about Your PHI by alternative means or to an alternative location. For example you may request that the Plan only contact you at designated address or phone number. The Plan will make a reasonable accommodation of Your request for confidential communication if You indicate that the disclosure of all or part of Your Phi could endanger You.
6. **Right to request a copy of this Notice in an alternative format.** You are entitled to receive a printed copy of this Notice at any time as well as a non-English translation. Contact the Plan using the information listed at the end of this Notice to obtain an alternative copy of this Notice.

Contact Information for questions

If You have questions about this Notice or would like more information about The Plan's privacy practices, please contact:

Privacy Officer
Minnesota Management & Budget / SEGIP
400 Centennial Office Building
658 Cedar Street
Saint Paul, Minnesota 55155
(651) 355-0100
segip.mmb@state.mn.us

Complaints

The Plan supports Your right to protect your PHI and will not retaliate in any way if You choose to file a complaint with either The Plan or with the U.S. Department of Health and Human Services. If You believe Your rights have been violated, You may file a complaint with The Plan or with the Secretary of the U.S. Department of Health and Human Services.

1. Privacy Officer
Minnesota Management & Budget
SEGIP
400 Centennial Office Building
658 Cedar Street
Saint Paul, Minnesota 55155

(651) 355-0100

segip.mmb@state.mn.us
2. U.S. Department of Health and Human Services
Office of Civil Rights
233 North Michigan Avenue
Suite 240
Chicago, Illinois 60601

312-886-2359

www.hhs.gov/ocr/privacy/hipaa/complaints

TABLE OF CONTENTS

	<u>Section</u>	<u>Page</u>
Using Your Dental Plan.....	1.....	1
Estimate of Benefits	1.....	1
Summary of Dental Benefits	1.....	2
Deductible	1.....	3
Maximum Benefits Payable.....	1.....	4
Additional Dental Program Provisions	1.....	4
Term of Contract	1.....	4
Eligibility	1.....	4
Effective Date of Coverage	1.....	4
Termination of Coverage.....	1.....	5
Open Enrollment	1.....	5
Off-Cycle Enrollment	1.....	5
Retirement.....	1.....	6
Definitions.....	2.....	6
Clerical Error	3.....	11
Plan Payments	4.....	11
Termination of Coverage.....	5.....	13
Continuation of Coverage	6.....	14
Possible Direct Payment to Provider Upon Request of Noncustodial Parent. 7.....		17
Coordination of Benefits.....	8.....	17
Types of Benefits Covered.....	9.....	17
Exclusions and Limitations.....	10.....	26
Claim and Appeal Procedure	11.....	28
Out-of-Network Dentists.....	12.....	29

**DELTA DENTAL OF MINNESOTA
CERTIFICATE OF COVERAGE
STATE DENTAL PLAN BENEFIT PLAN SUMMARY**

This is a summary of your Group Dental Program prepared for Persons Covered under the

STATE OF MINNESOTA
DELTA DENTAL GROUP NO. 216
STATE DENTAL PLAN

This Program has been established and is maintained and administered in accordance with the provisions of Dental Master Group Contract Number 216 issued by Delta Dental of Minnesota to Minnesota Management & Budget.

SECTION 1

1.01 USING YOUR DENTAL PROGRAM

Please note that **Dentists** may fall into two categories:

- **Dentists** who participate in the network for the **State Dental Plan** Preferred Provider Organization (PPO). If you receive dental services from a **Dentist** who participates in the **State Dental Plan**, you will receive your highest benefit.
- **Dentists** who do not participate in the network for the **State Dental Plan** PPO, but, do participate in **Delta Dental's** broad network of providers plus those **dentists** who do not participate with **Delta Dental of Minnesota** are all considered **Out-of-Network**. Dental claims processed by **Delta Dental** for services received from an **Out-of-Network** provider will be lower because the dental services may be subject to a deductible, a lower percentage of coverage and a reduced **Table of Allowance**. You will be responsible for a greater percentage of the cost of services than if you receive dental services from an **Out-of-Network** provider.

At the time of your first dental appointment, it is very important to advise your Dentist of the following information:

- **Your Delta Dental group number (State Dental Plan, Group 216)**
- **Your Employer (group name)**
- **Your identification number**
(your dependents must use your identification number)
- **Your birthday and the birth dates of your spouse and dependent children**

In order to avoid misunderstandings as to the participating status of your Dentist, we suggest that you ask your dental office if they participate in the PPO network created by Delta Dental for State of Minnesota employees (referred to as State Dental Plan) at the time you call for an appointment. This program is often recognized by Dentists as Group 216.

If your **Dentist** is a **Participating Dentist** with **Delta Dental** or the **State Dental Plan PPO**, the **Claim Form** will be available at the **Dentist's** office. **Out-of-Network Dentists** may also have **Claim Forms** available for your convenience.

If your **Dentist** is non-participating with **State Dental Plan**, **Claim Forms** are available by calling the **Delta Dental of Minnesota (651) 406-5916 or (800) 553-9536**, or on the Internet at www.deltadentalmn.org.

Delta Dental accepts the standard American Dental Association (ADA) **Claim Form** used by most **Dentists**.

The dental office normally will file the **Claim Form** with **Delta Dental**; however, you may be required to assist the dental office in completing the patient information portion on the **Claim Form** (Items 1-14).

Pretreatment Estimate of Benefits

After the initial examination, your Dentist will establish the dental treatment to be performed. If the necessary dental treatment involves major restorative, periodontics, prosthetics or orthodontic care, a State Dental Plan Dentist will submit a Claim Form or a request for a pre-estimate of benefits to Delta Dental outlining the proposed treatment. (Many Out-of-Network Dentists will submit a pre-estimate of costs to Delta Dental upon your request.)

Delta Dental will then send to you and your dentist a Pretreatment Estimate of Benefits that will help you understand what your financial obligation is estimated to be if the treatment is completed. The Pretreatment Estimate of Benefits is a valuable tool for both the dentist and the patient. A Pretreatment Estimate will outline the patient's responsibility to the dentist with regard to co-payments, deductibles, and non-covered services, and allows the dentist and the patient to make any necessary financial arrangements before treatment begins.

A Pretreatment Estimate of Benefits DOES NOT prior authorize treatment, determine dental necessity or serve as a guarantee of payment by the Plan or Delta Dental. These estimates will be subject to your continuing eligibility in the Plan and the Contract remaining in effect. In addition, the amount of actual payment that may be made under the Plan may differ from the amount on the Pretreatment Estimate if: (1) there is other coverage with which the Plan coordinates coverage (see Coordination of Benefits "COB," Section 8, page 18); (2) other claims are received and paid under the Plan between the date of issuance of the Pretreatment Estimate and the receipt of the claim for completion of the proposed dental treatment identified on the pre-estimate treatment plan as submitted to Delta Dental; or (3) the services on the treatment plan are not covered under the Plan.

1.02 SUMMARY OF DENTAL BENEFITS

Your dental program pays the following percentages up to a maximum fee per procedure. The maximum fee allowed under the **State Dental Plan** is different for **State Dental Plan-Dentists** and **Dentists** who are not in the **State Dental Plan** network (referred to as **Out-of-Network Dentists**). In addition, a higher **Deductible** is applied to some services received from an **Out-of-Network Dentist** who is not a **State Dental Plan Dentist**. If you see an **Out-of-Network Dentist**, your out-of-pocket expenses will increase. **Out-of-Network Dentists** may bill up to their full charges for any difference between the Plan payment and the **Dentist's** full charge. You will be responsible for all treatment charges made by an **Out-of-Network Dentist**. You may be asked to pay for treatment in advance and Delta Dental will pay the allowable benefit to you directly.

See Section 9 for further information on types of benefits covered.

	State Dental Plan <u>Network</u>	Out-of <u>Network</u>
COVERAGE A - Diagnostic and Preventive Services.....	100%	50%
COVERAGE B1a - Basic Services	60%	50%
COVERAGE B1b - Endodontics	60%	50%
COVERAGE B1c - Periodontics	60%	50%
COVERAGE B1d - Oral Surgery.....	60%	50%
COVERAGE B2 - Major Restorative Services....	60%	50%
COVERAGE C1 - Prosthetic Repairs and Adjustments	50%	50%
COVERAGE C2 - Prosthetics	50%	50%
COVERAGE D - Orthodontics	50%	50%

Deductible:

State Dental Plan Network: There is a \$50 deductible per Covered Person each Coverage Year not to exceed three (3) times that amount per Family Unit for services rendered by a State Dental Plan Network dentist. The deductible does not apply to Diagnostic and Preventive or Orthodontic Services.

Out-of-Network Dentist: If you receive dental care from an **Out-of-Network Dentist** who does not participate in the **State Dental Plan** network, there is a \$125 **Deductible** per Covered Person each **Contract Year**. The **Deductible** does not apply to Coverages A and D regardless of whether the **Dental Services** were received from a **State Dental Plan Dentist** or an **Out-of-Network Dentist**.

See Section 12, page 29, for important information about the amounts Delta Dental will pay for services rendered by dentists who do not participate with Delta Dental.

Maximum Benefits Payable:

1. A **Contract Year** maximum will apply to all benefits payable by **Delta Dental** under Coverages A, B1, B2, C1 and C2 of the **Contract**. Each Covered Person is subject to a \$1,500.00 maximum amount payable for the **Contract Year**. The **Contract Year** maximum benefit is applicable to all coverages received **In-or Out-of-Network**. A separate lifetime maximum benefit of \$2,400.00 per **Eligible Dependent** child will apply to Orthodontic (Coverage D) Services.
2. Benefits for Orthodontic Services (Coverage D) for **Eligible Dependent** children are limited to those orthodontic treatment that begins (band on teeth) after the **Eligible Dependent** child's eighth (8th) birthday and prior to the **Eligible Dependent** child's nineteenth (19th) birthday.

1.03 ADDITIONAL DENTAL PROGRAM PROVISIONS:

A. Term of Contract:

1. The term of the **Contract** is **January 1 through December 31, and will renew for additional one-year terms, unless terminated by Delta Dental or Minnesota Management & Budget.**

Coverage will begin at 12:00:00 a.m. and end at 11:59:59 p.m. (Central Standard Time).

2. The **Contract Year** for which **Deductibles**, if any, and maximums are to be applied will be measured from the beginning and end dates of coverage determined by Minnesota Management & Budget.

B. Eligibility:

The Minnesota Management & Budget will determine who constitutes an **Eligible Employee** or **Dependent** for the purpose of participating in the State Employee Group Insurance Program (SEGIP). These decisions are binding on **Delta Dental**.

A summary of individuals currently eligible as Dependents is contained in Section 2, paragraph 2.20 of the Definitions.

C. Effective Date of Coverage:

The initial effective date of coverage is the 35th calendar day after the first day of employment, reemployment, or reinstatement. The initial effective date of coverage for an employee whose eligibility has changed is the date of the change. An Employee must be actively at work on the initial effective date of coverage, or coverage will be delayed until the date the Employee returns to active payroll status. Notwithstanding the foregoing, if the Employee is not actively at work on the initial effective date of coverage due to the employee's or dependent's health status, medical condition, or disability, as such terms are defined in Section 9802(a) of the Internal Revenue Code and the regulations related to that section, coverages shall not be delayed.

If an **Eligible Employee** and his or her Dependents apply for coverage during an **Open Enrollment** period, coverage will become effective on the date specified by MMB.

Adopted children are covered from the date of placement for the purposes of adoption, and handicapped dependents are covered from the Employee's effective date of coverage even though they are hospitalized on the effective date of coverage.

A newborn child's coverage takes effect from the moment of birth.

For a former legislator, the effective date of coverage is the first day of the month following or coinciding with the date of the application.

For the purposes of this entire section, a Dependent's coverage may not take effect prior to an Employee's coverage.

D. Termination of Coverage:

The events giving rise to the termination of coverage with respect to any covered person are detailed in Section 5.

E. Open Enrollment:

Open Enrollment under the **Contract** will be at the times established by Minnesota Management & Budget.

Any provision of the **Contract** which would, at anytime, otherwise restrict or prohibit an **Eligible Employee** from obtaining dependent coverage for a handicapped dependent, shall not apply.

F. Off-Cycle Enrollment Without Evidence of Insurability:

An Employee and his/her Dependents will be allowed to make an enrollment choice outside of the biennial **Open Enrollment** period or initial period of eligibility without evidence of insurability within thirty (30) calendar days of the events specified below. Decisions as to whether these circumstances occur are at the sole discretion of the MMB and are binding on **Delta Dental**.

1. Any carrier participating in the SEGIP is placed into rehabilitation or liquidation, or is otherwise unable to provide the services specified in the master group **Contract** or certificate of coverage.
2. Any carrier participating in the SEGIP loses all or a portion of its primary care provider network (including hospitals) to the extent that services are not accessible or available within thirty (30) miles of the work station, including withdrawal from an approved service area.

3. Any carrier participating in the SEGIP terminates or is terminated from participation in the program.
4. MMB approves a request from an Employee or agency due to a breakdown in the **Open Enrollment** process.
5. An Employee is transferred to a location where **Delta Dental** is not operating. In addition, an Employee who receives notification of a work location change between the end of an **Open Enrollment** period and the beginning of the next insurance year, may change his/her dental plan within thirty (30) days of the date of relocation under the same provisions accorded during the last **Open Enrollment** period.
6. An Employee may add coverage for all **Eligible Dependents** after the following events:
 - a. When an Employee marries;
 - b. If an Employee's Dependent loses group coverage, the Employee may add Dependent coverage. Loss of coverage includes any involuntary changes in coverage which result in termination of a Dependent's coverage, regardless of whether it is immediately replaced by other subsidized coverage. Loss of coverage does not include the following:
 - I. A change in carriers through the same employer where the coverage is continuous and uninterrupted;
 - II. A change in a Dependent's dental plan benefits levels; and
 - III. A voluntary termination by the Dependent, including but not limited to termination or reduction of coverage due to the adoption of cafeteria-style plans.

The Employee must provide a written request to MMB requesting Dependent coverage in order to be eligible under this provision. The written request must be accompanied by a statement from the group plan administrator, documenting the loss of coverage.
 - c. When an Employee acquires his/her first Dependent child.
7. A former legislator and his/her Dependents may elect coverage at any time; however, a former legislator's **Eligible Dependent** may not be enrolled for coverage unless the former legislator is also enrolled for coverage.
8. Retirees may elect to designate another carrier in the (60) sixty days immediately preceding the effective date of retirement.
9. As otherwise specified by the MMB.

G. Retirement:

An Employee who is retiring from state service or any group that is eligible to participate in the SEGIP, and who is eligible to maintain participation in the SEGIP as determined by MMB, may, consistent with state law, indefinitely maintain dental coverage with the State Employee Group Insurance Program by filling out the proper forms with their agency within thirty (30) days after the effective date of their retirement.

If a retiring Employee fails to make a proper election within the thirty (30) day time period, the retiring Employee may continue coverage for up to eighteen (18) months in accordance with state and federal law. See the section entitled "Continuation of Coverage" for information on your continuation rights.

In any event, failure to pay the premium will result in termination of coverage. Once coverage has been terminated for any reason, voluntarily or involuntarily, the Retiree, Early Retiree, and/or their Dependents may not rejoin the SEGIP.

SECTION 2

Definitions

The following terms, words and phrases shall, for purposes of this **Contract**, be defined as follows:

- 2.01 "**Allowable Charge**" and "**Allowable Charges**" The lesser of: (1) the Allowed Fee as determined by **Delta Dental**; or, (2) the fee actually charged to the patient; or, (3) the fees regularly offered to the patient; or, (4) the amount actually accepted as payment in full by the **Dentist** irrespective of the amount charged. (All "**Allowable Charges**" are determined solely by **Delta Dental** prior to the application of all copayments and **Deductibles** as provided in the Schedule of Benefits.)
- 2.02 "**Applicable Percentage**" The level specified in Section 1, paragraph 1.02 which will be applied to the **Allowable Charges** to determine **Delta Dental's** benefit obligation with respect to any **Covered Dental Procedure**.
- 2.03 "**Attending Dentist Statement**" or "**Claim Form**" The written document required to be submitted to **Delta Dental** to substantiate any claim under this **Contract** for dental care and treatment performed or to be performed on a Covered Person.
- 2.04 "**Continuation of Coverage Qualifying Event**" The happening of certain events such as employment termination, divorce, death of an **Eligible Employee** and other events specified in Section 6 of this Certificate of Coverage ["Continuation of Coverage"] the occurrence of which may entitle an **Eligible Employee** and his or her **Eligible Dependents** to continue coverage under this **Contract**.
- 2.05 "**Contract Date**" The date determined by Minnesota Management & Budget upon which this **Contract** becomes effective.
- 2.06 "**Contract Documents**" All written documents comprising the **Contract** between the **Group Subscriber** and **Delta Dental** including but not limited to the Administrative Agreement, Master Group **Contract** and this Certificate of Coverage, amendments or addenda to such documents entered into and signed by the **Group Subscriber** and **Delta Dental** on or after the **Contract Date**.
- 2.07 "**Contract Term**" The period of time set forth for each subgroup under Section 1, paragraph 1.03(A)(1).
- 2.08 "**Contract Year**" The period of time determined by Minnesota Management & Budget during which applicable **Contract Deductibles** and maximums will apply for each Covered Person.
- 2.09 "**Covered Dental Service**," "**Dental Services**," and "**Dental Procedures**" The providing of dental care or treatment by a **Dentist** to a Covered Person while this **Contract** is in effect provided that such care or treatment is recognized by **Delta Dental** as a generally accepted form of care or treatment according to prevailing standards of dental practice.
- 2.10 "**Deductible**" That amount of **Allowable Charges** specified in Section 1, paragraph 1.02 for which **Delta Dental** will not make any benefit payment.

- 2.11 "**Delta Dental**" Delta Dental of Minnesota, a Minnesota non-profit health service plan corporation which maintains its principal place of business at 3560 Delta Dental Drive, Eagan, Minnesota 55122-9304.
- 2.12 "**Dentist**" A doctor of dentistry duly licensed and registered to practice the profession of dentistry and whose license is in good standing with the appropriate licensing or governing body of the State of Minnesota, any other state of the United States, a territory of the United States, a foreign country or other similar jurisdiction.
- 2.13 "**Eligible Dependents**"

MMB determines the eligibility of Dependents subject to Collective Bargaining Agreements and Compensation Plans which may change during a **Contract Year**. If two or more Employees participate in the SEGIP, then only one of the Employees may cover their mutual Dependents. An active Employee may not cover another active Employee as a Dependent. **Delta Dental** agrees to accept the decision of MMB as binding.

Currently, **Eligible Dependents** include the following:

- A. An Employee's spouse (if legally married under Minnesota law). If both spouses work for the State of Minnesota or another organization that participates in the SEGIP, then neither Employee may be covered as a Dependent of the other. If the Employee's spouse works full-time for an employer (with more than 100 people) and elects to receive cash or credit (1) in place of health insurance, or (2) in exchange for a health plan with a **Deductible** of \$750 or greater, then she/he is not considered to be an **Eligible Dependent**.
- B. Child
- a. Dependent child: A dependent child is an eligible employee's child to age 26. "Dependent child" includes an employee's: (1) biological child, (2) child legally adopted by or placed for adoption with the employee, (3) stepchild, and (4) foster child who has been placed with the employee by an authorized placement agency or by a judgment, decree or other court order. For a stepchild to be considered a dependent child, the employee must be legally married to the child's legal parent.
- b. Coverage under only one plan: If the employee's adult child (defined as age nineteen (19) to age twenty-six (26)) works for the State or another organization participating in the State's Group Insurance Program, the child may not be covered as a dependent by the employee unless the child is not eligible for a full Employer Contribution as defined in the relevant bargaining agreements or plans or employment.
- C. Grandchild.
- A dependent grandchild, to age nineteen (19), is an eligible employee's unmarried dependent grandchild who: (a) is financially dependent upon the employee for principal support and maintenance and has resided with the employee continuously from birth or, (b) resides with the employee and is dependent upon the employee for principal support and maintenance and the employee's unmarried child (the parent) is less than age nineteen (19). If a grandchild is legally adopted or placed in the legal custody of the grandparent, he or she is covered as a dependent child under the relevant bargaining agreements or plans of employment.

D. Disabled Child

A disabled dependent child is an eligible employee's child or grandchild regardless of marital status, who was disabled prior to the limiting age or any other limiting term required for dependent coverage and who continues to be incapable of self-sustaining employment by reason of developmental disability, mental illness or disorder or physical disability, and is chiefly dependent upon the Employee for his/her support and maintenance. If the Dependent is 26 years of age or older at the time of the Employee's enrollment or initial employment, then the Employee must provide **Delta Dental** with proof that the Dependent meets these requirements in a form acceptable to **Delta Dental**. The handicapped Dependent shall be eligible for coverage as long as he/she continues to be handicapped and dependent, unless coverage otherwise terminates under the **Contract**.

E. Qualified Medical Child Support Order.

A child who is required to be covered by a Qualified Medical Child Support Order (QMSCO) is considered an eligible dependent. Participants and beneficiaries can obtain, without charge, a copy of procedures governing Qualified Medical Child Support Orders ("QMCSOs") from the Plan Administrator.

F. Child Coverage Limited to Coverage Under One Employee.

If both spouses work for the State or another organization participating in the State's Group Insurance Program, either spouse, but not both, may cover the eligible dependent child or grandchild. This restriction also applies to two divorced, legally separated, or unmarried employees who share legal responsibility for their eligible dependent child or grandchild.

2.14 "**Eligible Employee(s)**" Any Employee who is determined to be eligible for coverage under this **Contract** by Minnesota Management & Budget. [See Section 1, paragraph 1.03(B)]

2.15 "**Enrollee**" Any person covered under the **Contract** other than as a dependent.

2.16 "**Estimate of Benefits**" Means a document sent by **Delta Dental** to a **Covered Person** that will detail the benefits under the Plan and informs the **Covered Person** of the estimated payment obligations prior to commencing the treatment.

2.17 "**Family Unit**" The covered Employee and his or her covered Dependents.

2.18 "**Group Dental Master Group Contract**," "**Contract**," "**State Dental Plan**" and "**Plan**" The written agreement between the State of Minnesota and **Delta Dental** consisting of the **Contract** and those additional **Contract Documents** listed and described in Section 2.06.

2.19 "**Group Subscriber**" The State of Minnesota Department of Employee Relations.

2.20 "**In-Network**" or "**State Dental Plan Dentists**: Means **Dental Services** provided by a **Dentist** who is participating in the **State Dental Plan** and is a **State Dental Plan Dentist**.

2.21 "**Maximum Benefits**" With respect to all benefits the annual limit of claim payments specified in Section 1, paragraph 1.02.

2.22 "**Open Enrollment**" The period of time during which an **Eligible Employee** may elect, while this **Contract** is in effect, to add coverage under this **Contract** for himself or herself, or his or her Dependents as provided for in paragraph 1.03(E).

- 2.23 "**Other Coverage**" The coverage provided by any other organization subject to regulation by insurance law or by insurance authorities of this or any other state of the United States or any province of Canada, by any other medical, dental or hospital service organization, or by similar plans or by union welfare plans, or Employee or employer benefit organizations or by health maintenance organizations, preferred provider organizations, exclusive provider organizations providing benefits of any kind for **Dental Procedures** or services. "**Other Coverage**" excludes group hospital indemnity policies of \$100 per day or less, student accident policies and individual dental payment plans or policies.
- 2.24 "**Out-of-Network Dentist**" A **Dentist** who has signed and filed with **Delta Dental** a Dentist Membership and Participation Agreement but is not a **State Dental Plan Dentist** or a **Dentist** who does not participate in any **Delta Dental** network.
- 2.25 "**Program**" or "**Dental Program**" Means the same as "Group Contract". See section 2.18.
- 2.26 "**State Dental Plan Dentist**" or "**In-Network Dentist**" A **Dentist** who participates in the network of PPO Providers for the State of Minnesota Employees (**State Dental Plan**). A **Dentist** who has signed and filed a Dentist Membership and Participating Provider Agreement for the **State Dental Plan** and has agreed to accept the maximum allowable **State Dental Plan** PPO fee as full payment as determined by **Delta Dental**.
- 2.27 "**Table of Allowances**" A schedule of fixed dollar maximums established by **Delta Dental** for services rendered by a **Dentist** to a Covered Person under this **Contract**.
- 2.28 "**Total Disability**" The Employee's inability to engage in or perform the duties of the Employee's regular occupation or employment within the first two years of the date of disability, and, thereafter, the Employee's inability to engage in any paid employment or work for which the Employee may, by education and training, including rehabilitative training, be or reasonably become qualified.
- 2.29 "**Treatment Plan**" A written outline of the planned program of dental care and treatment performed or to be performed on a Covered Person by a **Dentist** after examination of the Covered Person and submitted on a form acceptable to **Delta Dental** and with such documentation as may be required by **Delta Dental**.

SECTION 3 Clerical Error

- 3.01 Employer or **Delta Dental** Error:
An Employee or his or her dependents may not be deprived of coverage under this **Contract** because of employer or **Delta Dental** error. **Delta Dental** agrees to make adjustments under this provision for a period of up to twelve months from the effective date of the error, as specified by Minnesota Management & Budget. This provision will not prohibit adjustments beyond a twelve month period if agreed upon by **Delta Dental** and Minnesota Management & Budget.

SECTION 4 PLAN PAYMENTS

Payment to Physicians

- 4.01 Notwithstanding any language within the **Contract** to the contrary, benefits under this **Contract** shall be provided whether the **Dental Procedures** are performed by a duly licensed **Dentist** provided that such procedures can be lawfully performed within the scope of the licensure of a duly licensed **Dentist**.

Covered Fees

- 4.02 Under this Program, YOU ARE FREE TO GO TO THE **DENTIST** OF YOUR CHOICE. You will have additional out-of-pocket costs if your **Dentist** is not a **State Dental Plan Dentist**. This payment difference could result in some financial liability to you beyond the usual indemnity features of the program. The amount is dependent on the **Out-of-Network Dentist's billed Fees** in relation to the **State Dental Plan Table of Allowances** determined by **Delta Dental**.

TO AVOID ANY MISUNDERSTANDING OF BENEFIT PAYMENT AMOUNTS, ASK YOUR **DENTIST** ABOUT HIS OR HER PARTICIPATION STATUS WITH THE **STATE DENTAL PLAN** PPO NETWORK FOR STATE EMPLOYEES PRIOR TO RECEIVING DENTAL CARE. NOT ALL **DENTISTS** WHO PARTICIPATE WITH OTHER COMMERCIAL **DELTA DENTAL** PRODUCTS PARTICIPATE IN THE **STATE DENTAL PLAN**.

Claim Payments

4.03 State Dental Plan Dentists:

Claim payments are based on the **Allowable Charges** which are the lesser of:

1. the normal (most frequently charged) fee for the dental procedure(s), uniformly charged to patients or third party payors;
2. the **Table of Allowances** for participating **Dentists** in the **State Dental Plan** administered by **Delta Dental**;
3. the fees actually charged for dental services provided to a Covered Person under the plan;
4. the fees regularly offered to patients; or
5. the amount actually accepted as payment in full by the **Dentist** irrespective of the amount charged.

The summary of Dental Benefits is as shown in Section 1, Paragraph 1.02. The **State Dental Plan Dentist** will receive the claim payments directly.

Out-of-Network Dentists:

Claim payments for **Dentists** other than **State Dental Plan Dentists** are based on the "**Allowable Charges**" which are the lesser of:

1. the **Out-of-Network Table of Allowances** as administered by **Delta Dental** for **Dental Services** provided by any **Out-of-Network Dentist**,
2. the fees actually charged to the Covered Persons
3. the fees regularly offered to patients
4. the amount actually accepted as payment in full by the **Dentist** irrespective of the amount charged.

If the **Out-of-Network Dentist** participates with any other commercial **Delta Dental** dental plan the claim payments are sent directly to the **Dentist**. If the **Out-of-Network Dentist** does not participate with any commercial **Delta Dental** dental plan the claim payments are sent directly to the Covered Person when services are rendered by an **Out-of-Network Dentist**. Any benefits payable under this **Contract** are not assignable by the Covered Person.

THE COVERED PERSON IS RESPONSIBLE FOR ALL TREATMENT CHARGES MADE BY **DENTISTS** WHO DO NOT PARTICIPATE IN THE **STATE DENTAL PLAN**.

Delta Dental administers payments in accordance with the Group **Contract** only when the **Covered Dental Procedures** have been completed. Temporary or incomplete procedures are not

Covered Services. Temporary procedures include but are not limited to; sedative fillings, temporary fillings and temporary crowns.

SECTION 5

Termination of Coverage

5.01 **Enrollee** Termination Provisions:

Coverage of the Employee and/or his or her Dependents under the **State Dental Plan** will terminate on the earliest of the following dates, except that coverage may be continued in some instances as specified in Section 6.

- A. For all **Enrollees**, the date that either **Delta Dental** or MMB terminates this **Contract**.
- B. For an Employee, the last day of the month in which the Employee retires, unless the Employee and his or her Dependents elect to maintain coverage under this **Contract** or a separate Medicare **Contract**.
- C. For an Employee and his or her Dependents, the last day of the month in which the Employee's eligibility under this **Contract** ends.
- D. For an Employee and his or her Dependents, the last day of the month in which a written request by the Employee to cancel coverage is received. Approval to terminate coverage only will be granted if the request is consistent with a life event. Life events include, but are not limited to:
 - 1. loss of Dependent status of a sole Dependent;
 - 2. death of a sole Dependent;
 - 3. divorce;
 - 4. change in employment condition of an Employee or spouse;
 - 5. a significant change of spousal insurance coverage (an increase in the cost of coverage is not a significant change for this purpose); and
 - 6. Dependent coverage may also be cancelled during designated **Open Enrollment periods**.
- E. For a child covered as Dependent, the last day of the month in which the child is no longer eligible as a dependent, unless otherwise specified by the MMB.
- F. For an **Enrollee** who is directly billed by MMB, the last day of the month in which the last full premium was paid, when the **Enrollee** fails to pay the premium within forty-five (45) of the date the premium is billed or is due, whichever is later.
- G. For an **Enrollee** who is directly billed by **Delta Dental**, the end of the month for which the last full premium was paid, when the **Enrollee** fails to pay the premium within forty-five (45) of the date the premium is due.

5.02 **Delta Dental** agrees to simultaneously notify the employee and the Minnesota Management & Budget in writing when **Delta Dental** initiates a termination of an Employee or the sole dependent of an Employee.

5.03 If coverage is terminated for any Covered Person or if this **Contract** is terminated, no benefits will be paid for **Dental Procedures** performed after the termination date.

5.04 The Group or Plan Sponsor reserves the right to terminate the Plan, in whole or in part, at any time (subject to applicable collective bargaining agreements). Termination of the Plan will result in loss of benefits for all covered persons.

SECTION 6
Continuation of Coverage

6.01 Each **Eligible Employee** and each **Eligible Dependent** may continue this coverage if current coverage ends because of any of the Qualifying Events listed below and any person who desires to continue coverage is not enrolled in Medicare. Each person who desires to continue coverage must be covered before the Qualifying Event occurs in order to continue coverage. In all cases, continuation of coverage ends if the group contract ends or the required charges are not paid when due.

6.02 **Qualifying Events, Persons Entitled to Continuation and Maximum Continuation Period**

Qualifying Event 1

Employment ends, retirement, leave of absence, layoff, or Employee becomes ineligible (except gross misconduct dismissal)

Who May Continue: Employee and dependents, OR dependents

Maximum Continuation Period:

Earlier of:

- a. 18 months or
- b. Enrollment date in other group coverage or Medicare.

Qualifying Event 2

Divorce, Marriage Dissolution, or legal separation

Who May Continue: Spouse, Former Spouse and any dependent who lose coverage

Maximum Continuation Period:

Earlier of:

- a. Enrollment date in other group coverage or Medicare, or
- b. Date coverage would otherwise end.

Qualifying Event 3

Death of Employee

Who May Continue: Surviving spouse and dependent children

Maximum Continuation Period:

Earlier of:

- a. Enrollment date in other group coverage or Medicare, or
- b. Date coverage would otherwise end if the Employee had lived.

Qualifying Event 4

Dependent child loses eligibility

Who May Continue: Dependent child

Maximum Continuation Period:

Earliest of:

- a. 3 years
- b. Enrollment date in other group coverage or Medicare, or
- c. Date coverage would otherwise end.

Qualifying Event 5

Dependents lose eligibility due to the Employee's enrollment in Medicare

Who May Continue: All dependents

Maximum Continuation Period:

Earliest of:

- a. 3 years
- b. Enrollment date in other group coverage or Medicare, or
- c. Date coverage would otherwise end.

Qualifying Event 6

Employee's **Total Disability** *

Who May Continue: Employee and dependents

Maximum Continuation Period:

Earliest of:

- a. Date **Total Disability** ends,
- b. Enrollment date in Medicare, or
- c. Date coverage would otherwise end.

Qualifying Event 7

Retirees of employer filing Chapter 11 bankruptcy (includes substantial reduction in coverage within 1 year of filing)

Who May Continue: Retiree and dependents

Maximum Continuation Period:

Lifetime continuation

Qualifying Event 8

Surviving dependents of retiree and lifetime continuation due to bankruptcy of employer

Who May Continue: Surviving spouse and dependent children

Maximum Continuation Period:

3 years following retiree's death

* If the employee, spouse, and/or a dependent child are disabled under Title II or XVI of the Social Security Act, coverage may be extended an additional 11 months. However, the disabled person must notify the group health plan sponsor within 60 days of the date of determination of disability, and within the initial 18-month continuation period. If a second qualifying event (other than bankruptcy) occurs during the extended 29-month period, the maximum period of continuation coverage is 36 months. If a person receives extended (29-month) continuation coverage due to disability at the time of termination or reduced hours, the extended coverage terminates at the beginning of the month 30 days after a final determination that the person is no longer disabled. In the event an **Eligible Employee** sustains **Total Disability**, while this Contract is in effect, then the **Eligible Employee** may elect to continue coverage under the **Contract** until the earlier of the Contract termination or the person electing coverage fails to pay the applicable **Group Subscriber Payments**.

6.03 Electing Continuation of Coverage

If coverage ends as a result of the **Eligible Employee's** employment ending, MMB must notify the **Eligible Employee** of the option to continue coverage within 60 days after employment ends. If coverage for **Eligible Dependents** ends because of divorce, marriage dissolution, legal separation, or any other change in Dependent status, the **Eligible Employee** or the **Eligible Dependent** must notify MMB within 60 days of the occurrence of the Qualifying Event.

Any person exercising an option to continue coverage must do so in writing by notifying the MMB. A person electing to continue coverage has 60 days to notify MMB of his or her decision to continue coverage beginning with the date notice of right to continue coverage is provided by the MMB or the date coverage ends as a result of the occurrence of the Qualifying Event, whichever is later. Any person who is eligible to continue coverage and who fails to do so within the required 60 day time period, will be ineligible to continue coverage at a later date. Any person making a timely election to continue coverage has 45 days from the date of election to pay the charges required for continuation, except that the Surviving Dependents of a deceased Employee have 90 days to pay the first continuation charges. After this initial grace period, all persons who have elected to continue coverage must pay the applicable charges monthly, in advance, to MMB to maintain the continued coverage in force.

The charges for continuation of coverage are the monthly rates specified in the **contract** which MMB pays to **Delta Dental** plus an optional 2% administrative fee which MMB may charge. If the **Total Disability** of the Employee was the Qualifying Event for continuation of coverage, the 2% administrative fee is not required. All charges for continuation of coverage are to be paid directly to MMB by the persons who have elected to continue coverage. At the time an election to continue coverage is made, MMB will provide notice of the amount of monthly charges to the person or persons who have elected to continue coverage.

6.04 Second Qualifying Event

If a Second Qualifying Event occurs during a period for which continuation of coverage has been elected, Covered Dependents may be entitled to a second continuation. This rule applies only when the Qualifying Event for the initial continuation is the Employee's termination of employment, retirement, leave of absence, layoff or loss of eligibility. A Dependent whose coverage has been continued must notify the employer of the Second Qualifying Event within 31 days after it occurs in order to continue coverage. (Refer to the list in Section 6, to determine the length of continuation for Second Qualifying Event.)

6.05 Special Rule for Preexisting Conditions

If any person who has continued coverage obtains other group coverage that excludes benefits for preexisting conditions, such person may choose to remain on continuation of coverage under this **Contract** for a preexisting condition for up to 18 months after the Qualifying Event. This rule only applies when the qualifying event for continuation is the Employee's termination of employment, retirement, leave of absence, layoff, or loss of eligibility. This **Contract** is primary and determines benefits first for the preexisting condition. This **Contract** is not primary for any other conditions. For a newborn child born during continuation, the other group coverage is primary beginning on the date of birth.

6.06 In the event an **Eligible Employee** sustains **Total Disability**, as defined in paragraph 2.28 of this **Contract**, while this **Contract** is in effect, then the **Eligible Employee** may elect to continue coverage under this **Contract** consistent with provisions of Minnesota Statute 62A.147 and .148, and paragraph 6.05 shall not apply.

- 6.07 Special Second Election Period. Special continuation rights apply to certain employees who are eligible for the health coverage tax credit. These employees are entitled to a second opportunity to elect continuation coverage for themselves and certain family members (if they did not already elect continuation coverage) during a special second election period. This election period is the 60-day period beginning on the first day of the month in which an eligible employee becomes eligible for the health coverage tax credit, but only if the election is made within six months of losing coverage. Please contact Delta Dental for additional information.

The Trade Act of 2002 created a new tax credit for certain individuals who become eligible for trade adjustment assistance. Under the new tax provisions, eligible individuals can either take a tax credit or get advance payment of 65% of premiums paid for qualified health insurance, including continuation coverage. If you have questions about these new tax provisions, you may call the Health Care Tax Credit Customer Contact Center toll-free at 1/866-628-4282.

SECTION 7

Possible Direct Payment to Provider Upon Request of Noncustodial Parent

- 7.01 When **Dental Services** covered under the **Contract** are rendered by a Dentist to a Dependent of an **Eligible Employee** who has legal responsibility for that Dependent's dental care but who does not have custody of the Dependent, **Delta Dental** may, upon request of the custodial parent, make payments directly to the provider of the dental care.

SECTION 8

Claims Covered in Whole or Part by Other Coverage (Coordination of Benefits)

- 8.01 Unless otherwise indicated, on any claim hereunder for which there is **Other Coverage**, as defined in 2.23 of the Definitions section of this **Contract**, the maximum obligation of **Delta Dental** shall not exceed the **Allowable Charges** as defined in Section 2, paragraph 2.01, Definitions, and, in addition shall be no greater than is sufficient when added to what has been paid or may be payable under the **Other Coverage**, to equal **Delta Dental's Allowable Charges** for the **Dental Services** involved in the claim.
- 8.02 A Covered Person shall not be deemed to have Other **Coverage** when the other organization is insolvent.
- 8.03 Coordination of Benefits under the **Contract** by **Delta Dental**, when applied, shall be consistent with the Minnesota Department of Commerce rules on coordination of benefits part 2742.0100-2742.0400.
- 8.04 Coordination of Benefits shall not apply, with respect to Other **Coverage**, when the other **Coverage** available is under no-fault automobile insurance.

SECTION 9

Types of Benefits Covered

- 9.01 **Delta Dental** will pay for **Dental Procedures** performed by **Dentists** on **Eligible Employees** or **Eligible Dependents** in accordance with the **Contract** and Definitions. The **Dental Services** under the **Contract** are those coverages which are shown in the Schedule of Benefits, Section 1.02.

Any coverage not included in the Schedule of Benefits section is excluded. New or experimental techniques or **Dental Procedures** may be denied until there is, to the satisfaction of **Delta Dental**, an established scientific basis for recommendation thereof.

9.02 As a condition precedent to the approval of claims hereunder, **Delta Dental** shall be entitled to request and receive, to such extent as may be lawful, from any attending or examining **Dentist**, or from hospitals in which dental care is provided, such information and records relating to an **Eligible Employee** or **Eligible Dependent** as may be required in the administration of such claims, or to require that an **Eligible Employee** or **Eligible Dependent** be examined by a dental consultant retained by **Delta Dental** in or near his or her place of residence; provided, however, that **Delta Dental** shall in every case hold such information and records as confidential.

9.03 **COVERAGE A: Diagnostic and Preventive Services**

Oral Evaluations - Covered 2 times per Contract Year.

NOTE: Comprehensive oral evaluations will be benefited 1 time per dental office, subject to the two (2) times per Contract Year limitation. Any additional comprehensive oral evaluations performed by the same dental office will be benefited as a periodic oral evaluation and will be subject to the two (2) times per Contract Year limitation.

Limited Oral Evaluation - Covered once per Contract Year and are separate from all other oral evaluations.

Radiographs (X-rays)

- **Bitewings** - Covered at 1 series of films per 12 month period.
- **Full Mouth (Complete Series) or Panoramic** - Covered 1 time per 36-month period.
- **Periapical(s)**
- **Occlusal** - Covered at 1 series per 12-month period.

Dental Cleaning

- **Prophylaxis** - Covered 2 times per Contract Year.

Prophylaxis is a procedure to remove plaque, tartar (calculus), and stain from teeth.

NOTE: A prophylaxis performed on a Covered Person under the age of 14 will be benefited as a child prophylaxis. A prophylaxis performed on a Covered Person age 14 or older will be benefited as an adult prophylaxis.

- **Periodontal Maintenance** - Covered 4 times per Contract Year.

Periodontal Maintenance is a procedure that includes removal of bacteria from the gum pocket areas, scaling and polishing of the teeth, periodontal evaluation and gum pocket measurements for patients who have completed periodontal treatment.

Fluoride Treatment (Topical application of fluoride) - Covered 1 time per 12-month period for dependent children through the age of 18.

Space Maintainers - Covered 1 time per lifetime on eligible dependent children through the age of 16 for extracted primary posterior (back) teeth.

LIMITATION: Repair or replacement of lost/broken appliances is not a covered benefit.

EXCLUSIONS - Coverage is NOT provided for:

1. Oral Hygiene Instructions.

9.04 **COVERAGE B1a: Basic Services**

Emergency Treatment - Emergency (palliative) treatment for the temporary relief of pain or infection.

Amalgam (silver) Restorations - Treatment to restore decayed or fractured permanent or primary teeth.

Composite (white) Resin Restorations

- **Anterior (front) Teeth** - Treatment to restore decayed or fractured permanent or primary anterior teeth.
- **Posterior (back) Teeth** - This service is not covered under Basic Services. Refer to the Complex or Major Restorative Services section of your benefits.

LIMITATION: Coverage for amalgam or composite restorations will be limited to only 1 service per tooth surface per 24-month period.

Other Basic Services

- **Restorative cast post and core build-up, including pins and posts** - See benefit coverage description under Complex or Major Restorative Services.
- **Pre-fabricated or Stainless Steel Crown** - Covered 1 time per 24-month period for eligible dependent children through the age of 18.
- **Sealants or Preventive Resin Restorations** - Any combination of these procedures is covered 1 time per lifetime for permanent first and second molars of eligible dependent children through the age of 18.

Adjunctive General Services

- **Intravenous Conscious Sedation and IV Sedation** - Covered when performed in conjunction with complex surgical service.

LIMITATION: Intravenous conscious sedation and IV sedation will not be covered when performed with non-surgical dental care.

EXCLUSIONS - Coverage is NOT provided for:

1. Deep sedation/general anesthesia, analgesia, analgesic agents, anxiolysis nitrous oxide, therapeutic drug injections, medicines, or drugs for non-surgical or surgical dental care.
2. Case presentation and office visits.
3. Athletic mouthguard, enamel microabrasion, and odontoplasty.

4. Services or supplies that have the primary purpose of improving the appearance of the teeth. This includes, but is not limited to whitening agents, tooth bonding and veneers.
5. Placement or removal of sedative filling, base or liner used under a restoration.
6. Amalgam or composite restorations placed for preventive or cosmetic purposes.

9.05 **COVERAGE B1b: Endodontics**

Endodontic Therapy on Primary Teeth

- **Pulpal Therapy**
- **Therapeutic Pulpotomy**

Endodontic Therapy on Permanent Teeth

- **Root Canal Therapy**
- **Apicoectomy**
- **Root Amputation on posterior (back) teeth**

Complex or other Endodontic Services

- **Apexification** - For dependent children through the age of 16
- **Retrograde filling**
- **Hemisection, includes root removal**

LIMITATION: All of the above procedures are covered 1 time per tooth per lifetime.

EXCLUSIONS - Coverage is NOT provided for:

1. Retreatment of endodontic services that have been previously benefited under the Plan.
2. Removal of pulpal debridement, pulp cap, post, pin(s), resorbable or non-resorbable filling material(s) and the procedures used to prepare and place material(s) in the canals (root).
3. Root canal obstruction, internal root repair of perforation defects, incomplete endodontic treatment and bleaching of discolored teeth.
4. Intentional reimplantation.

9.06 **COVERAGE B1c: Periodontics***

Basic Non Surgical Periodontal Care - Treatment for diseases for the gingival (gums) and bone supporting the teeth.

- **Periodontal scaling & root planing** - Covered 1 time per 24 months.
- **Full mouth debridement** - Covered 1 time per lifetime.

Complex Surgical Periodontal Care - Surgical treatment for diseases for the gingival (gums) and bone supporting the teeth. The following services are considered complex surgical periodontal services under this plan.

- **Gingivectomy/gingivoplasty**
- **Gingival curettage**
- **Gingival flap**
- **Apically positioned flap**
- **Mucogingival surgery**

* IMPORTANT: Refer to Estimate of Benefits

- **Osseous surgery**
- **Bone replacement graft**
- **Pedicle soft tissue graft**
- **Free soft tissue graft**
- **Subepithelial connective tissue graft**
- **Soft tissue allograft**
- **Combined connective tissue and double pedicle graft**
- **Distal/proximal wedge**

LIMITATION: Only 1 complex surgical periodontal service is a benefit covered 1 time per 36-month period per single tooth or multiple teeth in the same quadrant.

EXCLUSIONS - Coverage is NOT provided for:

1. Procedures designed to enable prosthetic or restorative services to be performed such as a crown lengthening.
2. Bacteriologic tests for determination of periodontal disease or pathologic agents.
3. The controlled release of therapeutic agents or biologic materials used to aid in soft tissue and osseous tissue regeneration.
4. Provisional splinting, temporary procedures or interim stabilization of teeth.
5. Deep sedation/general anesthesia, analgesia, analgesic agents, anxiolysis nitrous oxide or therapeutic drug injections, drugs, or medicaments for non-surgical and surgical periodontal care, regardless of the method of administration.

9.07 **COVERAGE B1d: Oral Surgery**

Basic Extractions

- Removal of Coronal remnants (retained pieces of the crown portion of the tooth) on primary teeth
- Extraction of erupted tooth or exposed root

Complex Surgical Extractions

- Surgical removal of erupted tooth
- Surgical removal of impacted tooth
- Surgical removal of residual tooth roots

Other Complex Surgical Procedures

- Oroantral fistula closure
- Tooth reimplantation - accidentally evulsed or displaced tooth
- Surgical exposure of impacted or unerupted tooth to aid eruption
- Biopsy of oral tissue
- Transseptal fibrotomy
- Alveoloplasty
- Vestibuloplasty
- Excision of lesion or tumor
- Removal of nonodontogenic or odontogenic cyst or tumor
- Removal of exostosis
- Partial ostectomy

- Incision & drainage of abscess
- Frenulectomy (frenectomy or frenotomy)

Temporomandibular Joint Disorder (TMJ) as covered under Minnesota Statutes Section 62A.043 Subd. 3 -

Dental treatment that is considered surgical and nonsurgical treatment of temporomandibular joint disorder (TMJ) and craniomandibular disorder, including splints, is subject to the coordination of benefits. A Pre-treatment Estimate of Benefits is recommended.

NOTE: If you or your dependents currently have medical insurance coverage, the claim must first be submitted to that medical insurance program. Any remaining costs after consideration under your medical insurance may be submitted to the Plan for further benefit (see Coordination of Benefits). You must submit a copy of the medical Explanation of Benefits (EOB) along with your claim to this Plan.

If you or your dependents are not eligible for TMJ benefits under another insurance program, either medical or dental, dental services for TMJ will be covered under this dental Plan within the noted Plan limitations, maximums, deductibles and payment percentages of treatment costs.

LIMITATIONS

1. Reconstructive Surgery benefits shall be provided for reconstructive surgery when such dental procedures are incidental to or follows surgery resulting from injury, illness or other diseases of the involved part, or when such dental procedure is performed on a covered dependent child because of congenital disease or anomaly which has resulted in a functional defect as determined by the attending physician, to the extent as required by Minnesota Statute 62A.25 provided, however, that such procedures are dental reconstructive surgical procedures.
2. Inpatient or outpatient dental expenses arising from dental treatment up to age 18, including orthodontic and oral surgery treatment, involved in the management of birth defects known as cleft lip and cleft palate as required by Minnesota Statute section 62A.042.

For programs without orthodontic coverage: Dental orthodontic treatment not related to the management of the congenital condition of cleft lip and cleft palate is not covered under this dental benefit plan.

For programs with orthodontic coverage: If coverage for the treatment of cleft lip or cleft palate is available under any other policy or contract of insurance, this plan shall be primary and the other policy or contract shall be secondary.

EXCLUSIONS - Coverage is NOT provided for:

1. Intravenous conscious sedation and IV sedation when performed with non-surgical dental care.
2. Deep sedation/general anesthesia, analgesia, analgesic agents, anxiolysis nitrous oxide, therapeutic drug injections, medicines, or drugs for non-surgical or surgical dental care, regardless of the method of administration.
3. Services or supplies that are medical in nature, including dental oral surgery services performed in a hospital.
4. Any artificial material implanted or grafted into or onto bone or soft tissue, including implant procedures and associated fixtures, or surgical removal of implants.
5. Surgical exposure of impacted or unerupted tooth for orthodontic reasons.
6. Surgical repositioning of teeth.

7. Inpatient or outpatient hospital expenses.
 8. Cytology sample collection - Collection of oral cytology sample via scraping of the oral mucosa.
- 9.08 **COVERAGE B2: Major Restorative Services** - Special restorative procedures to restore lost tooth structure as a result of tooth decay or fracture.

Posterior (back) Teeth Composite (white) Resin Restorations

- If the posterior (back) tooth requires a restoration due to decay or fracture;
- If no other posterior (back) composite (white) resin restoration for the same or additional tooth surface(s) was performed within the last 24 months.

Gold foil restorations - Receive an amalgam (silver filling) benefit equal to the same number of surfaces and allowances. The patient must pay the difference in cost between the Plan's Payment Obligation for the covered benefit and the dentist's submitted fee for the optional treatment, plus any coinsurance for the covered benefit.

Inlays - Benefit shall equal an amalgam (silver) restoration for the same number of surfaces.

LIMITATION: If an inlay is performed to restore a posterior (back) tooth with a metal, porcelain, or any composite (white) based resin material, the patient must pay the difference in cost between the Plan's Payment Obligation for the covered benefit and the dentist's submitted fee for the optional treatment, plus any coinsurance for the covered benefit.

Onlays or Permanent Crowns - Covered 1 time per 5-year period per tooth.

Implant Crowns - See Prosthetic Services.

Crown Repair - Covered 1 time per 12-month period per tooth.

Restorative cast post and core build-up, including 1 post per tooth and 1 pin per surface - Covered 1 time per 5-year period when done in conjunction with covered services.

Canal prep & fitting of preformed dowel & post

Occlusal procedures including occlusal guard and adjustments - Covered Persons 19 and older.

EXCLUSIONS - Coverage is NOT provided for:

1. Procedures designed to enable prosthetic or restorative services to be performed such as a crown lengthening.
2. Procedures designed to alter, restore or maintain occlusion, including but not limited to: increasing vertical dimension, replacing or stabilizing tooth structure lost by attrition, realignment of teeth, periodontal splinting and gnathologic recordings.
3. Services or supplies that have the primary purpose of improving the appearance of your teeth. This includes but is not limited to tooth whitening agents or tooth bonding and veneer covering of the teeth.
4. Placement or removal of sedative filling, base or liner used under a restoration.
5. Temporary, provisional or interim crown.

9.09 **COVERAGE C1: Prosthetics - Dentures, Partials, and Bridges***

Reline, Rebase, Repairs, Replacement of Broken Artificial Teeth, Replacement of Broken Clasp(s) - Covered when:

- the prosthetic appliance (denture, partial or bridge) is the permanent prosthetic appliance; and
- only after 6 months following initial placement of the prosthetic appliance (denture, partial or bridge).

Adjustments - Covered 2 times per 12-month period:

- when the prosthetic appliance (denture, partial or bridge) is the permanent prosthetic appliance; and
- only after 6 months following initial placement of the prosthetic appliance (denture, partial or bridge).

Removable Prosthetic Services (Dentures and Partials) - Covered 1 time per 5-year period:

- for covered persons age 16 or older;
- for the replacement of extracted (removed) permanent teeth;
- if 5 years have elapsed since the last benefited removable prosthetic appliance (denture or partial) and the existing appliance needs replacement because it cannot be repaired or adjusted.

Fixed Prosthetic Services (Bridge) - Covered 1 time per 5-year period:

- for covered persons age 16 or older;
- for the replacement of extracted (removed) permanent teeth;
- if none of the individual units of the bridge has been benefited previously as a crown or cast restoration in the last 5 years;
- if 5 years have elapsed since the last benefited removable prosthetic appliance (bridge) and the existing appliance needs replacement because it cannot be repaired or adjusted.

Implant Supported Fixed and Removable Prosthetic (Crowns, Bridges, Partials and Dentures) - A restoration that is retained, supported and stabilized by an implant. Implants and related services are NOT covered.

LIMITATION: This procedure receives an optional treatment benefit equal to the least expensive professionally acceptable treatment. The additional fee is the patient's responsibility. For example: A single crown to restore one open space will be given the benefit of a Fixed Partial Denture Pontic (one unit). The optional benefit is subject to all contract limitations on the benefited service.

Restorative cast post and core build-up, including pins and posts - Covered 1 time per 5-year period when done in conjunction with covered fixed prosthetic services.

EXCLUSIONS - Coverage is NOT provided for:

1. The replacement of an existing partial denture with a bridge.
2. Interim removable or fixed prosthetic appliances (dentures, partials or bridges).
3. Pediatric removable or fixed prosthetic appliances (dentures, partials or bridges).
4. Additional, elective or enhanced prosthodontic procedures including but not limited to connector bar(s), stress breakers, and precision attachments.

* IMPORTANT: Refer to Estimate of Benefits

5. Procedures designed to enable prosthetic or restorative services to be performed such as a crown lengthening.
6. Procedures designed to alter, restore or maintain occlusion, including but not limited to: increasing vertical dimension, replacing or stabilizing tooth structure lost by attrition, realignment of teeth, periodontal splinting and gnathologic recordings.
7. Services or supplies that have the primary purpose of improving the appearance of your teeth.
8. Placement or removal of sedative filling, base or liner used under a restoration.
9. Any artificial material implanted or grafted into or onto bone or soft tissue, including implant procedures and associated fixtures, or surgical removal of implants.
10. Coverage shall be limited to the least expensive professionally acceptable treatment.

9.10 **COVERAGE D: Orthodontics***

Limited Treatment - Treatments which are not full treatment cases and are usually done for minor tooth movement.

Interceptive Treatment - A limited (phase I) treatment phase used to prevent or assist in the severity of future treatment.

Comprehensive (complete) Treatment - Full treatment includes all records, appliances and visits.

Removable Appliance Therapy - An appliance that is removable and not cemented or bonded to the teeth.

Fixed Appliance Therapy - A component that is cemented or bonded to the teeth.

Other Complex Surgical Procedures

- **Surgical exposure of impacted or unerupted tooth for orthodontic reasons**
- **Surgical repositioning of teeth**

LIMITATION: Treatment in progress (appliances placed prior to eligibility under this Plan) will be benefited on a pro-rated basis.

LIMITATION: Covered eligible dependent children from the age of 8 through the age of 18.

EXCLUSIONS - Coverage is NOT provided for:

1. Monthly treatment visits that are inclusive of treatment cost;
2. Repair or replacement of lost/broken/stolen appliances;
3. Orthodontic retention/retainer as a separate service;
4. Retreatment and/or services for any treatment due to relapse;
5. Inpatient or outpatient hospital expenses; and
6. Provisional splinting, temporary procedures or interim stabilization of teeth.

Orthodontic Payments: Because orthodontic treatment normally occurs over a long period of time, benefit payments are made over the course of treatment. The Covered Person must have continuous eligibility under the Plan in order to receive ongoing orthodontic benefit payments.

* IMPORTANT: Refer to Estimate of Benefits

Benefit payments are made in three equal amounts: (1) when treatment begins (appliances are installed), (2) at 12 months, and (3) when treatment is completed or until the lifetime maximum benefits are exhausted (see Benefit Maximums in this Plan Summary).

Before treatment begins, the treating dentist should submit a Pre-treatment Estimate. An Estimate of Benefits form will be sent to you and your dentist indicating the estimated plan payment amount. This form serves as a claim form when treatment begins.

When treatment begins, the dentist should submit the Estimate of Benefit form with the date of placement and his/her signature. After benefit and eligibility verification by the Plan, a benefit payment will be issued. A new/revised Estimate of Benefits form will also be issued to you and your dentist. This again will serve as the claim form to be submitted 12 months from the date of appliance placement, and when treatment is completed.

SECTION 10

Exclusions and Limitations

10.01 EXCLUSIONS: Coverage is NOT provided for:

- a) Dental services which a Covered Person would be entitled to receive for a nominal charge or without charge if this Contract were not in force under any Worker's Compensation Law, Federal Medicare program, or Federal Veteran's Administration program. However, if a Covered Person receives a bill or direct charge for dental services under any governmental program, then this exclusion shall not apply. Benefits under this Contract will not be reduced or denied because dental services are rendered to a subscriber or dependent who is eligible for or receiving Medical Assistance pursuant to Minnesota Statute Section 62A.045.
- b) Dental services or health care services not specifically covered under the Group Dental Plan Contract (including any hospital charges, prescription drug charges and dental services or supplies that are medical in nature).
- c) New, experimental or investigational dental techniques or services may be denied until there is, to the satisfaction of the Plan, an established scientific basis for recommendation.
- d) Dental services performed for cosmetic purposes. NOTE: Dental services are subject to post-payment review of dental records. If services are found to be cosmetic, we reserve the right to collect any payment and the member is responsible for the full charge.
- e) Dental services completed prior to the date the Covered Person became eligible for coverage.
- f) Services of anesthesiologists.
- g) Anesthesia Services, except by a Dentist or by an employee of the Dentist when the service is performed in his or her office and by a dentist or an employee of the dentist who is certified in their profession to provide anesthesia services.
- h) Deep sedation/general anesthesia, analgesia, analgesic agents, anxiolysis nitrous oxide, therapeutic drug injections, medicines, or drugs for non-surgical or surgical dental care, regardless of the method of administration. NOTE: Intravenous conscious sedation is eligible as a separate benefit when performed in conjunction with complex surgical services.
- i) Dental services performed other than by a licensed dentist, licensed physician, his or her employees.
- j) Dental services, appliances or restorations that are necessary to alter, restore or maintain occlusion, including but not limited to: increasing vertical dimension, replacing or stabilizing tooth structure lost by attrition, realignment of teeth, periodontal splinting and gnathologic recordings.

- k) Artificial material implanted or grafted into or onto bone or soft tissue, including implant services and associated fixtures, or surgical removal of implants.
- l) Services or supplies that have the primary purpose of improving the appearance of your teeth. This includes but is not limited to tooth whitening agents or tooth bonding and veneer covering of the teeth.
- m) Orthodontic treatment services, unless specified in this Dental Benefit Plan Summary as a covered dental service benefit.
- n) Case presentations, office visits and consultations.
- o) Incomplete, interim or temporary services.
- p) Athletic mouth guards, enamel microabrasion and odontoplasty.
- q) Retreatment or additional treatment necessary to correct or relieve the results of treatment previously benefited under the plan.
- r) Procedures designed to enable prosthetic or restorative services to be performed such as a crown lengthening.
- s) Bacteriologic tests.
- t) Cytology sample collection.
- u) Separate services billed when they are an inherent component of a Dental Service where the benefit is reimbursed at an Allowed Amount.
- v) Pediatric removable or fixed prosthetic appliances (dentures, partials or bridges).
- w) Interim or temporary removable or fixed prosthetic appliances (dentures, partials or bridges).
- x) The replacement of an existing partial denture with a bridge.
- y) Additional, elective or enhanced prosthodontic procedures including but not limited to, connector bar(s), stress breakers and precision attachments.
- z) Provisional splinting, temporary procedures or interim stabilization.
- aa) Placement or removal of sedative filling, base or liner used under a restoration.
- bb) Services or supplies that are medical in nature, including dental oral surgery services performed in a hospital.
- cc) Oral Hygiene Instructions.
- dd) Amalgam or composite restorations placed for preventive or cosmetic purposes.

10.02 LIMITATIONS

A. Alternative **Treatment Plans**:

In all cases in which there are alternative plans of treatment carrying different treatment costs, the decision as to which course of treatment to be followed shall be solely that of the patient and the **Dentist**, however, the benefits payable hereunder will be made only for the **Applicable Percentage** of the least costly, most commonly performed course of treatment, with the balance of the treatment cost remaining the responsibility of the patient.

B. Reconstructive surgery:

Notwithstanding any language within the **Contract** to the contrary, benefits shall be provided for reconstructive surgery when such service is incidental to or follows surgery resulting from injury, sickness or other diseases of the involved part, or when such service is performed on a Covered Dependent Child because of congenital disease or anomaly which has resulted in a functional defect as determined by the attending physician provided, however, that such

services are determined by **Delta Dental** to be dental reconstructive surgical procedures, and, further, that the amount of benefits for such services shall be subject to the MMB selected level of benefits, **Deductibles** and **Maximum Benefits** specified in Section 1, Paragraph 1.02.

C. Newborn Infants:

Coverage for a newborn infant, covered as a dependent under the **Contract**, includes dental treatment for the management of birth defects known as cleft lip and cleft palate if orthodontic coverage is provided under the **Contract** under Section 1, Paragraph 1.02. Coverage for cleft lip and cleft palate, if applicable, is limited to dependent children up to the age of 23.

D. Other Limitations:

- a. The benefit for the replacement of an amalgam, preformed crowns or synthetic porcelain restorations will be provided only after a two (2) year period measured from the date on which the procedure was last paid by **Delta Dental**.
- b. The benefit for the replacement of a composite restoration will be provided only after a two (2) year period measured from the date on which the procedure was last paid by **Delta Dental**.
- c. The benefit for the repeat of any endodontic services will be provided only after a two (2) year period has elapsed.
- d. The benefit for the repeat of any non-surgical periodontal treatment will be provided only after a two (2) year period has elapsed.
- e. The benefit for the repeat of any surgical periodontal treatment will be provided only after a three (3) year period has elapsed.
- f. TMJ services are often covered first by your medical plan. Any remaining costs may be submitted to **Delta Dental** for further benefit. Note: your medical plan may require pre-authorization and/or a doctor's referral in order to receive any coverage. Please review your medical plan Certificate of Coverage for instructions.
- g. The benefit for the replacement of a crown, inlays or onlays will be provided only after a five (5) year period measured from the date on which the procedure was last paid by **Delta Dental**.
- h. The procedures to enable prosthetic or restorative services to be performed, such as crown lengthening, are not covered.
- i. An inlay is benefited as an amalgam for the same surfaces, an inlay may be benefited if no other alternative is acceptable. A written appeal is to be submitted with the need documented. See Section 10.02 (A) (**Alternate Treatment Plans**).
- j. None of the individual units of the bridge may have been benefited previously as a crown, inlay, onlay or cast restoration during the last five (5) year period. The fabrication of the bridge due to the loss of an existing permanent tooth does not set aside the five (5) year exclusion on crown, inlay, onlay cast restorations.
- k. Crowns to be placed on a non-covered implant procedure receive an alternate benefit of a corresponding material for a pontic that replaces the missing tooth. See Section 9.09 (Coverage C2: Prosthetics).
- l. Coverage for replacement of a filled composite resin restoration, or further restoration by any other procedure, will be provided only after a two (2) year period has elapsed.
- m. Orthodontic coverage is limited to **Eligible Dependent** children whose orthodontic treatment begins (bands on teeth) after the **Eligible Dependent** child's eighth (8th) birthday and prior to the **Eligible Dependent** child's nineteenth (19th) birthday.

SECTION 11

Claim and Appeal Procedures

Initial Claim Determinations

All claims should be submitted within 12 months of the date of service. An initial benefit determination on your claim will be made within 30 days after receipt of your claim. You will receive written notification of this benefit determination. The 30-day period may be extended for an additional 15 days if the claim determination is delayed for reasons beyond our control. In that case, we will notify you prior to the expiration of the initial 30-day period of the circumstances requiring an extension and the date by which we expect to render a decision. If the extension is necessary to obtain additional information from you, the notice will describe the specific information we need, and you will have 45 days from the receipt of the notice to provide the information. Without complete information, your claim will be denied.

Appeals

In the event that we deny a claim in whole or in part, you have a right to a full and fair review. Your request to review a claim must be in writing and submitted within 180 days from the claim denial. We will make a benefit determination within 60 days following receipt of your appeal. In unusual cases, such as those which require review by a dentist, the review may take longer than the initial 60-day period. In such cases, written notice of the extension shall be furnished to you prior to the termination of that period. In no event will an extension exceed 60 days from the end of the initial 60-day period.

Your appeal must include your name, your identification number, group number, claim number, and dentist's name as shown on the Explanation of Benefits. Send your appeal to:

Delta Dental of Minnesota
Attention: Appeals Unit
PO Box 551
Minneapolis, MN 55440-0551

You may submit written comments, documents, or other information in support of your appeal. You will also be provided, upon request and free of charge, reasonable access to and copies of all relevant records used in making the decision. The review will take into account all information regarding the denied or reduced claim (whether or not presented or available at the initial determination) and the initial determination will not be given any weight.

The review will be conducted by someone different from the original decision-makers and without deference to any prior decision. Because all benefit determinations are based on a preset schedule of dental services eligible under your plan, claims are not reviewed to determine dental necessity or appropriateness. In all cases where professional judgment is required to determine if a procedure is covered under your plan's schedule of benefits, we will consult with a dental professional who has appropriate training and experience. In such a case, this professional will not be the same individual whose advice was obtained in connection with the initial adverse benefit determination (nor a subordinate of any such individual). In addition, we will identify any dental professional whose advice was obtained on our behalf, without regard to whether the advice was relied upon in making the benefit determination. If, after review, we continue to deny the claim, you will be notified in writing.

Authorized Representative

You may authorize another person to represent you and with whom you want us to communicate regarding specific claims or an appeal. However, no authorization is required for your treating dentist to make a claim or appeal on your behalf. The authorization form must be in writing, signed by you, and include all the information required in our Authorized Representative form. This form is available at our web site or by calling Customer Service. You can revoke the authorized representative at any time, and you can authorize only one person as your representative at a time.

SECTION 12
Out-of-Network Dentists

12.01 The majority of licensed **Dentists** in Minnesota are Participating **Dentists** in the **State Dental Plan** for State of Minnesota employees. Some **Dentists**, for varying reasons, do not choose to be Participating **Dentists** in the **State Dental Plan**. The fact that a **Dentist** is or is not a Participating **Dentist** in the **State Dental Plan** does not imply superiority over any other licensed **Dentist**. Nor does it indicate that the dental fees of other licensed **Dentists** will vary from those who are participants. Participating **Dentists** are those who have agreed to serve as participants in the **State Dental Plan** and follow the rules and regulations of **Delta Dental**.

Delta Dental believes that patients should be offered as wide a choice of practitioners as possible. Because the non-participant does not agree to abide by the rules and regulations of **Delta Dental**, no payments are made to such non-participating **Dentists** for benefits allowed under the **Contract**.

THE PATIENT IS RESPONSIBLE FOR ALL TREATMENT CHARGES MADE BY THE NON-PARTICIPATING **DENTIST**, and, upon treatment by a non-participating **Dentist**, **Delta Dental** will pay the allowable benefits under this **Contract** to the patient directly. These payments will be based on a **Table of Allowances** established solely by **Delta Dental** or on the treating **Dentist's** fees, whichever is less.

It is the policy of **Delta Dental** to treat all persons alike, without distinctions based on race, color, religion, national origin, handicap, sex or age. If you have questions about this policy, contact Customer Service at (651) 406-5916 or 1-800-553-9536. Hearing impaired members with a TDD phone may contact Customer Service at (651) 406-5923 or 1-888-853-7570. If you have an impairment that requires alternative communication formats such as Braille, large print or audio cassettes, please request these materials from Customer Service at the phone numbers listed above. If this Certificate is provided in one of these alternative communication formats, this written version governs all coverage decisions.

DELTA DENTAL OF MINNESOTA

FOR CLAIMS AND ELIGIBILITY

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