



Our Medicare Advantage Supplemental Dental Program

Welcome,

Your Aspirus Choice Dental program is administered by Delta Dental of Minnesota. Good oral health is a vital part of good overall health, and your Delta Dental plan is designed to promote regular dental visits. We encourage you to take advantage of this program by calling your dentist today for an appointment.

This Certificate, along with your Summary of Dental Plan Benefits (page 2), describes the specific benefits of your Delta Dental plan and how to use them. If you have any questions about this program, please call our Customer Service team at 1-866-298-5520 (TTY Users call 711) or visit our website at [deltadentalmn.org](http://deltadentalmn.org).

You can easily verify your own benefits, claims and eligibility information online 24 hours a day, seven days a week by visiting [deltadentalmn.org](http://deltadentalmn.org) and selecting the link for our Member Portal. The Member Portal will also allow you to print claim forms, select paperless Explanation of Benefits statements (EOBs), search our dentist directories, and read oral health tips.

We look forward to serving you.

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Note: Please read this Certificate together with the Summary of Dental Plan Benefits and Covered Code List. The Summary of Dental Plan Benefits and Covered Code List provides the specific provisions of your dental plan.

Aspirus Health Plan Medicare Advantage Plan Comprehensive Choice Dental Plan

Group Number: 801066

## Summary of Dental Plan Benefits

### For Aspirus Health Plan Medicare Advantage Plan - Comprehensive Choice

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations.

**IMPORTANT:** If you receive services from a dentist that **DOES NOT** participate in Delta Dental's National Medicare Advantage network **YOU WILL BE RESPONSIBLE** for the difference between Delta Dental's payment to you and the amount charged by the out-of-network dentist.

\*Services received from dentists who do **NOT** participate in the Delta Dental National Medicare Advantage™ Network will result in your out-of-pocket costs being higher.

Control Plan – Delta Dental of Minnesota

Benefit Year – January 1 through December 31, 2023

Covered Services –

*For more detail and specific cost-sharing information, please see the detailed list of services and procedure codes at the end of this document*

	Delta Dental Medicare Advantage Dentist Plan Pays	Non-participating (out-of-network) Dentist Plan Pays*
<b>Diagnostic &amp; Preventive Services</b>		
Diagnostic and Preventive Services – exams, cleanings, and fluoride	100%	100%
Radiographs – bitewing and full mouth x-rays	100%	100%
<b>Comprehensive Services</b>		
Emergency Palliative Treatment – to temporarily relieve pain	70%	70%
Minor Restorative Services – fillings and crown repair	70%	70%
Endodontic Services – root canals	70%	70%
Periodontal Services – to treat gum disease	70%	70%
Oral Surgery Services – extractions and dental surgery	70%	70%
Other Basic Services – miscellaneous services	70%	70%
Major Restorative Services – crowns and onlays	40%	40%
Relines and Repairs – to bridges, implants and dentures	40%	40%
Prosthodontic Services – bridges, implants and dentures	40%	40%

Maximum Payment – \$2,000 per person total per calendar year on all services. If you are enrolled in a plan with embedded dental coverage, those diagnostic and preventive services do not count toward your annual maximum.

Deductible – \$75 per member total per benefit year on all services except diagnostic and preventive.

Waiting Period – Not applicable.

Eligible People – All members who enroll in the dental benefit for the Aspirus Health Plan Medicare Advantage Comprehensive Choice Plan.

You may end your optional supplemental dental benefits by giving Aspirus Health Plan written notice that you'd like to terminate your coverage.

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## I. Delta Dental Certificate

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Delta Dental of Minnesota, referred to herein as Delta Dental, issues this Certificate to you, the member. The Certificate is a summary of your dental benefits coverage. It reflects and is subject to a contract between Delta Dental and Aspirus Health Plan, your Medicare Advantage Plan.

The benefits provided under this plan may change if federal laws change.

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

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## II. Definitions

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### Adverse Benefit Determination

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

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### Allowed Amount

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The amount permitted under the Medicare Advantage Dentist Fee Schedule which Delta Dental will base its payment for a covered service.

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### Appeal

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The procedures that deal with the review of adverse initial determination for payment of services.

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### Benefit Year

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The calendar year.

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### Benefits

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Payment for the covered services that have been selected under this plan.

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### Certificate

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This document. Delta Dental will provide benefits as described in this Certificate. Any changes in this Certificate will be based on

changes to the contract between Delta Dental and UCare, the administrator for our Medicare Advantage Plan.

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### Completion Dates

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

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

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### Coinsurance

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The percentage of the charge, if any, that you must pay for covered services.

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### Copayment

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A fixed amount of money that you must pay for covered services, if any.

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### Covered Code List

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The unique list of the American Dental Association (ADA) dental codes that are covered services under this plan. These codes are subject to the terms of this Certificate.

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### Covered Services

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

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### Deductible

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The amount a member must pay toward covered services before Delta Dental begins paying for those services under this Certificate. The Summary of Dental Plan Benefits lists the deductible that applies to you, if any.

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### Delta Dental

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Delta Dental of Minnesota, which provides dental benefits. Delta Dental of Minnesota has been delegated by

Aspirus Health Plan Medicare Advantage to provide dental benefits for this plan.

### Dental Emergency

A dental emergency is a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: serious jeopardy to the health of the individual or, in the case of a pregnant woman, the health of the woman or her unborn child; serious impairment to bodily functions; or serious dysfunction of any bodily organ or part.

### Dentist

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

- ♦ Delta Dental Medicare Advantage Dentist - a dentist who has signed an agreement with Delta Dental for this plan that is part of Delta Dental National Medicare Advantage network.
- ♦ Non-participating (out-of-network) Dentist – a dentist who has not signed an agreement with Delta Dental to become part of the Delta Dental National Medicare Advantage network. Services received from dentists who do NOT participate in Delta Dental's National Medicare Advantage network will be processed as services received from an out-of-network dentist and your out-of-pocket costs may be higher.

**IMPORTANT:** If you receive services from a dentist that DOES NOT participate in Delta Dental's National Medicare Advantage network YOU WILL BE RESPONSIBLE for the difference between Delta Dental's payment to you and the amount charged by the out-of-network dentist.

The provider network may change at any time. You will receive notice when required.

### Grievance

An expression of dissatisfaction with any aspect of the operations, activities, or behavior of Delta Dental or a dentist

that has provided dental services under this plan.

### Inquiry

A verbal or written request for information that does not involve a grievance, coverage or appeal, such as a routine question about a benefit.

### Maximum Approved Fee

The maximum fee that Delta Dental approves for a given procedure in a given region and/or specialty, under normal circumstances, based upon applicable Medicare Advantage in-network dentist schedules and internal procedures.

### Maximum Payment

The maximum dollar amount Delta Dental will pay in any benefit year or lifetime for covered services. (See the Summary of Dental Plan Benefits.)

### Medicare Advantage Dentist Fee Schedule

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

### Member

A person with coverage under this plan.

### Non-participating (out-of-network) Dentist Fee

The most Delta Dental will pay out-of-network dentists for a covered service.

### Post-Service Claims

Claims for benefits that are not conditioned on your seeking advance approval, certification, or authorization to receive the full amount for any covered services. In other words, post-service claims arise when you receive the dental service or treatment before you file a claim for benefits.

### Pre-Service Organization Determination

A determination that is made before receiving dental services based on your benefits and coverage. This decision will determine whether a dental service will be covered and will provide information on how

much you may have to pay for this service. This is a request submitted by you or your dentist.

#### Processing Policies

Delta Dental's policies and guidelines used for pre-service organization determinations and payment of claims. The processing policies may be amended from time to time.

#### Submitted Amount

The amount a dentist bills to Delta Dental for a specific treatment or service. A Delta Dental Medicare Advantage participating dentist cannot charge you for the difference between this amount and the amount Delta Dental approves for the treatment.

#### Summary of Dental Plan Benefits

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

#### This Plan

The dental coverage established for you pursuant to this Certificate.

#### III. Selecting a Dentist

When selecting a dentist, you may choose any dentist. Your out-of-pocket costs are likely to be less if you go to a Delta Dental Medicare Advantage in-network dentist. In-network dentists agree to accept payment according to the applicable Delta Dental Medicare Advantage Participating Dentist Agreement and, in most cases, this results in a reduction of their fees. To verify that a dentist is a Medicare Advantage in-network dentist, you can use Delta Dental's online Find a Dentist Tool at [www.deltadentalmn.org](http://www.deltadentalmn.org) or call 1-866-298-5520 (TTY Users call 711).

If the dentist you select is not a Delta Dental Medicare Advantage in-network dentist, you will still be covered, but you may have to pay more.

If you choose an out-of-network dentist, you will be responsible for any difference between the out-of-network dentist fee and the dentist's submitted fee, in addition to any

coinsurance, copayment or deductible, if applicable.

#### IV. Accessing Your Benefits

To utilize your dental benefits, follow these steps:

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully so you are familiar with your benefits, payment methods, and terms of this plan.
2. Make an appointment with your dentist and tell him or her that you have dental benefits with Delta Dental's Medicare Advantage dental plan. If your dentist is not familiar with this plan or has any questions, have him or her contact Delta Dental by writing to Delta Dental, Attention: Customer Service, P.O. Box 9120, Farmington Hills, Michigan 48333, or calling the toll-free number at 1-866-298-5520.
3. After you receive your dental treatment, you or the dental office staff will file a claim form, completing the information portion with:
  - a. Your full name and address
  - b. Your member ID number
  - c. Your date of birth

#### Notice of Claim Forms

Your dentist should submit your dental claims form using the most recent American Dental Association ("ADA") approved claim form. Participating dentists will fill out and submit your dental claims for you.

Mail claims and completed information requests to:

Delta Dental of Minnesota  
P.O. Box 9120  
Farmington Hills, Michigan 48333

#### Pre-Service Organization Determination

Your dentist can submit a request for a coverage decision to determine whether you qualify for a dental service that may be covered under this plan through the Dental

Office Toolkit ® (DOT). You can also request a coverage decision to determine whether you qualify for a dental service that may be covered under this Plan by calling the Customer Service department toll-free at 1-866-298-5520 or in writing at:

Delta Dental of Minnesota  
P.O. Box 9120  
Farmington Hills, MI 48333

For a standard coverage decision, Delta Dental will provide an answer within 14 calendar days after receiving your request. To file a fast coverage decision, the standard deadlines must potentially cause serious harm to your health or hurt your ability to function. If Delta Dental approves the fast request, an answer will be provided within 72 hours. For both standard and fast requests, Delta Dental may take up to 14 additional calendar days under certain circumstances. If additional time is taken, Delta Dental will notify you in writing and explain the reasons why more time is needed.

If Delta Dental does not approve your standard or fast coverage request, you have the right to file an appeal. Please see the Appeal section for more information. Availability of dental benefits at the time your request is completed is dependent on several factors. These factors include, but are not limited to, medical necessity, your continued eligibility for benefits, your available annual or lifetime maximum payments, any coordination of benefits, the status of your dentist, this plan's limitations and any other provisions, together with any additional information or changes to your dental treatment. To determine whether a service may be covered under this plan, please review the benefits included in this document.

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

All claims for benefits must be filed with Delta Dental within one year of the date the services were completed. Once a claim for payment is filed, Delta Dental will make a decision about it within 30 days of receiving it. If there is not enough information to make a decision about your claim, Delta Dental will notify you or your dentist within 30 days. The notice will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in

which to decide the claim, and (d) inform you or your dentist that the information must be received within 60 days or your claim will be denied. You will receive a copy of any notice sent to your dentist. Once Delta Dental receives the requested information, it will decide your claim and send you notice of that decision. If you or your dentist does not supply the requested information, Delta Dental will have no choice but to deny your claim. Once Delta Dental decides your claim, it will notify you within five days.

#### Authorized Representative

You may also appoint an authorized representative to deal with Delta Dental on your behalf with respect to any benefit claim you file or any review of a denied claim you wish to pursue (see the Grievance and Appeals Procedure section). You should call Delta Dental's Customer Service department, toll-free, at 1-866-298-5520, or write them at P.O. Box 9120, Farmington Hills, Michigan, 48333, to request a form to designate the person you wish to appoint as your representative or you may use the Centers for Medicare & Medicaid Services (CMS) Appointment of Representative Form (Form CMS-1696).

While in some circumstances your dentist is treated as your authorized representative, generally Delta Dental only recognizes the person whom you have authorized on the last dated form filed with Delta Dental. Once you have appointed an authorized representative, Delta Dental will communicate directly with your representative and will not inform you of the status of your claim. You will have to get that information from your representative. If you have not designated a representative, Delta Dental will communicate directly with you.

#### Questions and Assistance

Questions regarding your coverage should be directed to Delta Dental's Customer Service department, at 1-866-298-5520 (TTY Users call 711) (toll-free). You may also write to Delta Dental's Customer Service department at P.O. Box 9120,

Farmington Hills, Michigan, 48333. When writing to Delta Dental, please include your name, your member ID number, and your daytime telephone number.

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#### V. How Payment is Made

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If your dentist is a Medicare Advantage in-network dentist, Delta Dental will base payment on the maximum approved fee for covered services.

Delta Dental will send payment directly to the in-network dentists and you will be responsible for any applicable coinsurance, copayments or deductibles.

If your dentist is an out-of-network dentist, Delta Dental will base payment on the out-of-network dentist fee for covered services.

For covered services rendered by an out-of-network dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the dentists. You will be responsible for any difference between Delta Dental's payment and the dentist's submitted amount.

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#### VI. Benefit Categories

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##### *Important*

ONLY the dental services listed in your Summary of Dental Plan Benefits are covered by this plan. Covered services are also subject to exclusions and limitations. You will want to review this section of this Certificate carefully.

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#### VII. Exclusions and Limitations

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##### *Exclusions*

Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the Summary of Dental Plan Benefits or Covered Code List. All charges for the same will be your responsibility (though your payment obligation may be satisfied by insurance or some other arrangement for which you are eligible):

1. Services or supplies, as determined by Delta Dental, for correction of congenital or developmental malformations.
2. Cosmetic surgery or dentistry for aesthetic reasons, as determined by Delta Dental.
3. Services started or appliances started before a person became eligible under this plan.
4. Prescription drugs (except intramuscular injectable antibiotics), premedication, medicaments/ solutions, and relative analgesia.
5. General anesthesia and intravenous sedation for (a) surgical procedures, unless medically necessary, or (b) restorative dentistry.
6. Charges for hospitalization, laboratory tests, and histopathological examinations.
7. Charges for failure to keep a scheduled visit with the dentist.
8. Services or supplies, as determined by Delta Dental, for which no valid dental need can be demonstrated.
9. Services or supplies, as determined by Delta Dental that are investigational in nature, including services or supplies required to treat complications from investigational procedures.
10. Services or supplies, as determined by Delta Dental, which are specialized techniques.
11. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.



12. Treatment by other than a dentist, except for services performed by a licensed dental hygienist or other dental professional, as determined by Delta Dental, under the scope of his or her license as permitted by applicable state law.
13. Services or supplies excluded by the policies and procedures of Delta Dental, including the processing policies.
14. Services or supplies for which no charge is made, for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
15. Services or supplies received due to an act of war, declared or undeclared.
16. Services or supplies covered under a hospital, surgical/medical, (including Medicare Advantage), or prescription drug program.
17. Services or supplies that are not within the categories of benefits selected by your Medicare Advantage organization and that are not covered under the terms of this Certificate.
18. Fluoride rinses, self-applied fluorides, or desensitizing medicines.
19. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).
20. Sealants.
21. Space maintainers.
22. Lost, missing, or stolen appliances of any type and replacement or repair of orthodontic appliances or space maintainers.
23. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.
24. Veneers.
25. Prefabricated crowns used as final restorations on permanent teeth.
26. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting. If orthodontic services are covered services, this exclusion will not apply to orthodontic services as limited by the terms and conditions of your Medicare Advantage plan.
27. Paste-type root canal fillings on permanent teeth.
28. Replacement, repair, relines, or adjustments of occlusal guards.
29. Chemical curettage.
30. Services associated with overdentures.
31. Metal bases on removable prostheses.
32. The replacement of teeth beyond the normal complement of teeth.
33. Personalization or characterization of any service or appliance.
34. Temporary crowns used for temporization during crown or bridge fabrication.
35. Posterior bridges in conjunction with partial dentures in the same arch.
36. Precision attachments and stress breakers.
37. Biologic materials to aid in soft and osseous tissue regeneration when submitted on the same day as tooth extraction, periradicular surgery, soft tissue grafting, guided tissue regeneration and periodontal or implant bone grafting.
38. Bone replacement grafts and specialized implant surgical techniques, including radiographic/surgical implant index.
39. Appliances, restorations, or services for the diagnosis or treatment of

disturbances of the temporomandibular joint (TMJ).

40. Orthodontic services.
41. Diagnostic photographs and cephalometric films, unless done for orthodontics and if orthodontics are a covered service.
42. Myofunctional therapy.
43. Mounted case analyses.
44. Processing policies may otherwise exclude payment by Delta Dental for services or supplies.

Delta Dental will make no payment for the following services or supplies. National Medicare Advantage Participating Dentists may not charge members for these services or supplies. All charges from non-participating dentists for the following are your responsibility:

1. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
2. The completion of forms or submission of claims.
3. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.
4. Local anesthesia.
5. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
6. Infection control.
7. Temporary, interim, or provisional crowns.
8. Gingivectomy as an aid to the placement of a restoration.
9. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
10. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
11. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.
12. Post-operative X-rays, when done following any completed service or procedure.
13. Periodontal charting.
14. Pins and preformed posts, when done with ups for crowns, onlays, or inlays.
15. A pulp cap, when done with a sedative filling or any other restoration. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain before conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same dentist or dental office on the same day as completed root canal treatment.
16. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
17. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
18. Retreatment of a root canal by the same dentist or dental office within two years of the original root canal treatment.
19. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling and root planing.
20. An occlusal guard and adjustment.
21. Scaling in the presence of gingival inflammation when done on the same day as periodontal maintenance.
22. Prophylaxis, scaling in the presence of gingival inflammation, or periodontal maintenance when done within 30 days of three or four quadrants of scaling and root planing or other periodontal treatment.
23. Full mouth debridement when done within 30 days of scaling and root planing.

24. An occlusal guard and adjustment.
25. Patient screening.
26. Reline, rebase, or any adjustment or repair within six months of the delivery of a partial denture.
27. Tissue conditioning, when performed on the same day as the delivery of a denture or the relining or rebasing of a denture.
28. Periapical and/or bitewing X-rays, when done within a clinically unreasonable period of time of performing panoramic and/or full mouth X-rays, as determined solely by Delta Dental.
29. Processing policies may otherwise exclude payment by Delta Dental for services or supplies.

### *Limitations*

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

1. Bitewing X-rays are payable once per 12 months, unless a full mouth X-ray which includes bitewings has been paid in that same year.
2. Panoramic or full mouth X-rays (which may include bitewing X-rays) are payable once in any five-year period.
3. Oral examinations and evaluations (not including limited problem focused evaluations or patient screenings) are only payable twice per calendar year, regardless of the dentist's specialty.

4. Cast restorations (including jackets, crowns and onlays) and associated procedures are payable once in any five-year period per tooth.
5. Crowns or onlays are payable only for extensive loss of tooth structure due to caries (decay) or fracture (lost or mobile tooth structure).
6. Individual crowns over implants are payable at the prosthodontic benefit level.
7. Substructures, porcelain, porcelain substrate, and cast restorations are not payable for people under age 12.
8. An interim partial denture is payable only for the replacement of permanent anterior teeth for people under age 17 or during the healing period for people age 17 and over.
9. Prosthodontic services limitations:
  - a. Once complete upper and one complete lower denture, and any implant used to support a denture, are payable once in any five-year period.
  - b. A removable partial denture, endosteal implant (other than to support a denture), or fixed bridge is payable once in any five-year period unless the loss of additional teeth requires the construction of a new appliance.
  - c. Fixed bridges and removable partial dentures are not payable for people under age 16.
  - d. A relining or the complete replacement of denture base

material is payable once in any three-year period per appliance.

- e. Implant removal is payable once per lifetime per tooth or area.
  - f. Implant maintenance is payable once per any twelve (12) month period.
10. Delta Dental's obligation for payment of benefits ends on the last day of coverage. This date is usually the first of the month following receipt of a valid, written request to dis-enroll that was accepted by your plan during a valid Medicare election period. However, Delta Dental will make payment for covered services provided on or before the last day of coverage, as long as Delta Dental receives a claim for those services within one year of the date of service.
11. When services in progress are interrupted and completed later by another dentist, Delta Dental will review the claim to determine the amount of payment, if any, to each dentist.
12. Care terminated due to the death of a member will be paid to the limit of Delta Dental's liability for the services completed or in progress.
13. Optional treatment: If you select a more expensive service than is customarily provided, Delta Dental may make an allowance for certain services based on the fee for the customarily provided service. You are responsible for the difference in cost. In all cases, Delta Dental will make the final determination regarding optional treatment and any available allowance.
- Listed below are services for which Delta Dental will provide an allowance for optional treatment. Remember, you are responsible for the difference in cost for any optional treatment.
- For example:
- a. Posterior composite restorations – This plan will pay only the amount that it would have paid to restore the tooth with amalgam.
  - b. Resin, porcelain fused to metal, and porcelain crowns, bridge retainers, or pontics on posterior teeth – Delta Dental will pay only the amount that it would pay for a full metal crown.
  - c. Overdentures – Delta Dental will pay only the amount that it would pay for a conventional denture.
  - d. Resin, or porcelain/ceramic onlays on posterior teeth – Delta Dental will pay only the amount that it would pay for a metallic onlay.
  - e. Inlays, regardless of the material used – Delta Dental will pay only the amount that it would pay for an amalgam or composite resin restoration.
  - f. All-porcelain/ceramic bridges – Delta Dental will pay only the amount that it would pay for a conventional fixed bridge.
  - g. Implant/abutment supported complete or partial dentures – Delta Dental will pay only the amount that it would pay for a conventional denture.
  - h. Gold foil restorations – Delta Dental will pay only the amount that it would pay for an amalgam or composite restoration.
  - i. Posterior stainless-steel crowns with esthetic facings, veneers or coatings – Delta Dental will pay only the amount that it would pay for a conventional stainless-steel crown.
14. Maximum Payment: All benefits available under this plan are subject to the maximum payment limitations set forth in your Summary of Dental Plan Benefits.
15. If a deductible amount is stated in the Summary of Dental Plan Benefits, Delta Dental will not pay for any services or supplies, in whole or in part, to which the

deductible applies until the deductible amount is met.

16. Processing Policies may otherwise limit Delta Dental's payment for services or supplies.

Delta Dental will make no payment for services or supplies that exceed the following limitations. All charges are your responsibility. However, National Medicare Advantage in-network dentists may not charge members for these services or supplies when performed by the same dentist or dental office. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental plan or, at the request of Aspirus Health Plan, any dental plan:

1. Amalgam and composite resin restorations are payable once in any two-year period, regardless of the number or combination of restorations placed on a surface.
2. Core buildups and other substructures are payable only when needed to retain a crown on a tooth with excessive breakdown due to caries (decay) and/or fractures.
3. Recementation of a crown, onlay, inlay, space maintainer, or bridge within six months of the seating date.
4. Retention pins are payable once in any two-year period. Only one substructure per tooth is a covered service.
5. Root planing is payable once in any two-year period.
6. Periodontal surgery is payable once in any three-year period.

7. Tissue conditioning is payable once per arch in any 24 months.
8. The allowance for a denture repair (including reline or rebase) will not exceed half the fee for a new denture.
9. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
10. Processing policies may limit Delta Dental's payment for services or supplies.

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#### VIII. Coordination of Benefits

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

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

#### Definitions

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

1. Plan includes: group and non-group insurance contracts; medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
2. Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; or coverage under other federal governmental plans that do not permit coordination.

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

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

#### Order of Benefit Determination Rules

determines whether This Plan is a Primary Plan or Secondary Plan when the person has health care coverage under more than one Plan.

When This Plan is primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan's Benefits. When This Plan is secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that the total benefits paid by all Plans do not exceed the submitted amount. In no event will This Plan's payments exceed the maximum approved fee.

#### Order of Benefits Determination Rules

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

1. This Plan will pay primary over any Medicaid or Retiree Plan that you may have.
2. This Plan will pay secondary to any employersponsored, automobile, group, or individual Plan you may have, except for those listed in (1) above.
3. If This Plan is the Primary Plan, it will pay its benefits according to its terms of coverage and without regard to the benefits under any other Plan.
4. Except as provided in the following paragraph, a Plan that does not contain a COB provision is always primary unless otherwise required by law.  
  
Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder, shall be secondary regardless of whether or not it contains a COB provision.
5. The Plan may consider the benefits paid or provided by another plan in calculating payment of its benefits only when it is secondary to that other plan.

#### Effect on the Benefits of This Plan

When this Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total submitted amount. In determining the amount to be paid, This Plan will calculate the benefits it would have paid in the absence of other health care coverage (maximum approved fee) and apply the remaining amount that you owe to the dentist following the Primary Plan's payment. The amount paid by this Plan will not exceed the maximum approved fee.

#### Right of Recovery

If the amount of the payments made by Delta Dental is more than it should have paid

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

#### Coordination Disputes

If you believe that we have not paid a claim properly, you should first attempt to resolve the problem by contacting us. You or your dentist should contact Delta Dental's Customer Service department and ask them to check the claim to make sure it was processed correctly. You may do this by calling the toll-free number, 1-866-298-5520 and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at PO Box 9124, Farmington Hills, Michigan, 48333. You may also follow the Grievance and Appeals Procedure below

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#### IX. Grievance and Appeal Procedures

If we make an adverse benefit determination, you will receive a Notice of Denial of Coverage. You, or your authorized representative, should seek a review as soon as possible, but you must file your request for review within 60 days of the date that you received that Notice of Denial of Coverage. Delta Dental may give you more time if you have a good reason for missing the deadline.

There are two types of appeals:

**Standard Appeal** – We will give you a written decision on a standard appeal within 30 days after we get your appeal for a pre-service organization determination. Our decision might take longer if you ask for an extension, or if we need more information about your case. We will tell you if we are taking extra time and will explain why more time is needed. If your appeal is for payment of a service you have already received, we will give you a written decision within 60 days.

**Fast Appeal** – We'll give you a decision on a fast appeal within 72 hours after we get your appeal. You can ask for a fast appeal if you or your

doctor believe your health could be seriously harmed by waiting up to 30 days for a decision. You cannot request a fast appeal if you are asking us to pay you back for a service you've already received.

Send appeals to the following:

Delta Dental  
Attn: Professional Services Appeals  
P.O. Box 30416  
Lansing, MI 48909  
Phone: 1-866-298-5520  
TTY: 711

Please include your name and address, the member ID number, the explanation of benefits, the reason why you believe your claim was wrongly denied, and any other information you believe supports your claim. Indicate in your letter that you are requesting a formal appeal (standard or fast appeal) of your claim. You also have the right to review any documents related to your appeal. If you would like a record of your request and proof that Delta Dental received it, mail your request certified mail, return receipt requested.

If you want someone else to act for you, you can name a relative, friend, attorney, dentist or someone else to act as your representative. You can do this by following the Authorized Representative section above. Both you and the person you want to act for you must sign and date a statement confirming this is what you want. You will need to mail or fax the statement to Delta Dental.

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

even if the information was not available when your claim was initially decided.

The notice of any adverse determination regarding your appeal will (a) inform you of the specific reason(s) for the denial, (b) list the pertinent plan provision(s) on which the denial is based, (c) contain a description of any additional information or material that is needed to decide the claim and an explanation of why such information is needed, (d) reference any internal rule, guideline, or protocol that was relied on in making the decision on review.

Adverse appeals will be automatically submitted to the CMS's contracted independent review entity within 60 calendar days from the date Delta Dental received the member's first level appeal. The appeals staff will concurrently notify the member that the appeal is being forwarded to CMS's independent review entity.

If you have a complaint or dispute, other than a Notice of Denial of Coverage, expressing dissatisfaction with the manner in which Delta Dental or a dentist has provided dental services, you can contact Delta Dental at the address listed above in this section or call customer service at 1-866-298-5520 within 60 days of the event. Delta Dental will respond in writing to all grievances within 30 days of receipt, unless the issue is resolved by customer service on the call.

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#### X. Termination of Coverage

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Your Delta Dental coverage may automatically terminate:

- ◆ When Aspirus Health Plan advises Delta Dental to terminate your coverage.
- ◆ On the first day of the month for which Aspirus Health Plan has failed to pay Delta Dental.
- ◆ For fraud or misrepresentation in the submission of any claim.
- ◆ For any other reason stated in the contract between Delta Dental and Aspirus Health Plan.

Delta Dental will not continue eligibility for any person covered under this plan beyond the

termination date requested by Aspirus Health Plan. A person whose eligibility is terminated may not continue coverage under this Certificate

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#### XI. General Conditions

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##### Subrogation and Right of Reimbursement

If you are involved in an automobile accident or require covered services that may entitle you to recover from a third party and Delta Dental advances payment to prevent any financial hardship, you have an obligation to help Delta Dental obtain reimbursement for the amount of the payments advanced for which another source was also responsible for making payment. You are required to provide Delta Dental with any information about any other insurance coverage (including, but not limited to, automobile, home, and other liability insurance coverage, and coverage under another group health plan), and the identity of any other person or entity, and his or her insurers (if known), that may be obligated to provide payments or benefits for the same covered services that Delta Dental already paid.

You must:

1. Cooperate fully in Delta Dental's exercise of its right to subrogation and reimbursement,
2. Not do anything to prejudice those rights (such as settling a claim against another party without notifying Delta Dental, or not including Delta Dental as a co-payee of any settlement amount),
3. Sign any document that Delta Dental determines is relevant to protect Delta Dental's subrogation and reimbursement rights, and
4. Provide relevant information when requested.

The term "information" includes any documents, insurance policies, and police or other investigative reports, as well as any other facts that may reasonably be requested to help Delta Dental enforce its rights. Failure by you to cooperate with Delta Dental may result, at the discretion of



Delta Dental, in a reduction of future benefit payments this plan of an amount up to the aggregate amount paid by Delta Dental that was subject to Delta Dental's equitable lien, but for which Delta Dental was not reimbursed.

#### Obtaining and Releasing Information

You agree to provide Delta Dental with any information it needs to process your claims and administer your benefits. This includes allowing Delta Dental access to your dental records.

#### Dentist-Patient Relationship

You are free to choose any dentist. Each

dentist maintains the dentist-patient relationship and is solely responsible to the patient for dental advice and treatment and any resulting liability.

#### Loss of Eligibility During Treatment

If you lose eligibility while receiving dental treatment, only covered services received while you are covered under this plan will be payable.

Certain services begun before the loss of eligibility may be covered if they are completed within 60 days from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental. The difference between Delta Dental's payment and the total fee for those services is your responsibility.

#### Late Claims Submission

Delta Dental will make no payment for services or supplies if a claim for such has not been received by Delta Dental within one year following the date the services or supplies were completed.

#### Change of Certificate or Contract

No agent has the authority to change any provisions in this Certificate or the provisions of the contract on which it is based. No changes to this Certificate or the underlying contract are valid unless Delta Dental approves them in writing.

#### Actions

No action on a legal claim arising out of or related to this Certificate will be brought within

60 days after notice of the legal claim has been given to Delta Dental, unless prohibited by applicable state law. In addition, no action can be brought more than three years after the legal claim first arose or after expiration of the applicable statute of limitations, if longer. Any person seeking to do so will be deemed to have waived his or her right to bring suit on such legal claim. Except as set forth above, this provision does not preclude you from seeking a judicial decision or pursuing other available legal remedies.

#### Governing Law

This Certificate and the underlying group contract will be governed by and interpreted under Centers for Medicare and Medicaid (CMS).

#### Right of Recovery Due to Fraud

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

#### Legally Mandated Benefits

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

This section provides a list of dental procedures covered by your plan. If a procedure is not on this list, it is not a standard covered benefit under your plan. Standard benefit limitations under these programs are listed where applicable in the Benefit Limitations column. Some services share frequencies. Additional information on the frequency limitations can be found in Section VII of the Delta Dental Certificate.

\*Please note, procedures in the following code ranges may require routine review or diagnostic information such as radiographs or patient treatment records for claims processing and final payment determinations: D0220-D0250, D0999 Diagnostic; D1999 Preventive; D2710-D2794, D2910-D2934, D2950-D2999 Restorative; D3000-D3999 Endodontics; D4000-D4999 Periodontics; D5110-D5671, D5875-D5999 Prosthodontics (Removable); D6000-D6199 Implant Services; D6200-D6999 Prosthodontics (Fixed); D7111-7999 Oral and Maxillofacial Surgery; D9120, D9310, D9410, D9420, D9930 and D9999 Adjunctive Services.

Code	Description	Plan pay for Delta Dental Medicare Advantage Dentist	Plan pay for non-participating (out-of-network) Dentist	Benefit Limitations
<b>D0100-D0999 Diagnostic</b>				
D0120	periodic oral evaluation - established patient	100%	100%	Two exams in total per calendar year
D0140	limited oral evaluation - problem focused	100%	100%	Two exams in total per calendar year
D0150	comprehensive oral evaluation - new or established patient	100%	100%	Once per 36 months
D0210	intraoral - complete series	100%	100%	Once per 60 months
D0220*, D0230*,	intraoral/extra-oral - periapical image, occlusal image	100%	100%	Four images per 12 months
D0270, D0272, D0273, D0274, D0277	bitewing x-rays	100%	100%	Once per 12 months
D0999*	unspecified diagnostic procedure, by report	100%	100%	Benefit determined by consultant review
<b>D1000-D1999 Preventive</b>				
D1110	prophylaxis - adult	100%	100%	Two times per calendar year
D1206, D1208	topical application of fluoride	100%	100%	Covered service
D1999*	unspecified preventive procedure, by report	100%	100%	Benefit determined by consultant review
<b>D2000-D2999 Restorative</b>				
D2140, D2150, D2160,	amalgam and composite resin	70%	70%	Amalgam and composite resin restorations are

D2161, D2330, D2331, D2332, D2335				payable once in any 24 month period, same tooth and same surface, regardless of the number or combination of restorations placed on a surface
D2391, D2392, D2393, D2394	resin-based composite – posterior	70%	70%	Plan will pay only the applicable amount that it would have paid for an amalgam restoration (D2140, D2150, D2160, D2161)
D2710*, D2712*, D2720*, D2721*, D2722*, D2740*, D2750*, D2751*, D2752*, D2753*	crown - resin-based composite or porcelain ceramic	40%/Optional	40%/Optional	Once per 5 year period; Optional service on molar teeth. Plan will pay only the applicable amount that it would have paid for a full metal crown (D2781, D2790, D2791, D2792, D2794)
D2790*, D2791*, D2792*	crown - full cast	40%	40%	Once per 5 year period
D2910*	re-cement or re-bond inlay, onlay, veneer or partial coverage restoration	40%	40%	Covered service
D2920*	re-cement or re-bond crown	40%	40%	Covered service
D2940	protective restoration	70%	70%	Once per tooth per lifetime and considered to be part of the fee when done in conjunction with a definitive restoration, indirect pulp cap or endodontic treatment (including pulpotomy)
D2999*	unspecified restorative procedure, by report	70%	70%	Benefit determined by consultant review

<b>D3000-D3999 Endodontics</b>				
D3220*	therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament	70%	70%	Covered service
D3310*, D3320*, D3330*	endodontic therapy (excluding final restoration)	70%	70%	Once per tooth per lifetime
D3346*, D3347*, D3348*	retreatment of previous root canal therapy	70%	70%	Once per tooth per lifetime
D3999*	unspecified endodontic procedure, by report	70%	70%	
<b>D4000-D4999 Periodontics</b>				
D4210*, D4211*	gingivectomy or gingivoplasty	70%	70%	Once per 36 months
D4240*, D4241*	gingival flap procedure, including root planing	70%	70%	Covered service
D4260*, D4261*	osseous surgery (including elevation of a full thickness flap and closure)	70%	70%	Covered service
D4263*, D4264*	bone replacement graft - retained natural tooth	70%	70%	Covered service
D4341*, D4342*	periodontal scaling and root planing	70%	70%	No more than 2 quadrants of scaling and root planing on the same date of service
D4346*	scaling in presence of generalized moderate or severe gingival inflammation - full mouth, after oral evaluation	70%	70%	Included in the cleaning frequency of three per calendar year
D4355*	full mouth debridement to enable a comprehensive oral evaluation and diagnosis on a subsequent visit	70%	70%	Once 36 months
D4910*	periodontal maintenance	100%	100%	Covered service
D4999*	unspecified periodontal procedure, by report	40%	40%	Benefit determined by consultant review

D5000-D5899 Prosthodontics (Removable)				
D5110*, D5120*, D5130*, D5140*	complete/immediate denture	40%	40%	Once per five-year period
D5211*, D5212*, D5213*, D5214*	partial denture - resin base (including retentive/clasping materials, rests and teeth)	40%	40%	Once per five-year period
D5221*, D5222*, D5223*, D5224*	immediate partial denture - resin base (including retentive/clasping materials, rests and teeth)	40%	40%	Once per five-year period
D5225*, D5226*	partial denture - flexible base (including retentive/clasping materials, rests and teeth)	40%	40%	Once per five-year period
D5282*, D5283*, D5284*, D5286*	removable unilateral partial denture (including retentive/clasping materials, rests, and teeth)	40%	40%	Once per five-year period
D5410*, D5411*, D5421*, D5422*	adjust complete/partial denture	40%	40%	Covered service
D5511*, D5512*, D5611*, D5612*, D5621*, D5622*, D5630*	repair broken complete or partial denture	40%	40%	Covered service
D5520*	replace missing or broken teeth - complete denture (each tooth)	40%	40%	Covered service
D5640*	replace broken teeth - per tooth	40%	40%	Covered service
D5650*	add tooth to existing partial denture	40%	40%	Covered service
D5660*	add clasp to existing partial denture - per tooth	40%	40%	Covered service
D5670*, D5671*	replace all teeth and acrylic on cast metal framework	40%	40%	Covered service
D5710, D5711, D5720, D5721	rebase complete or partial denture	40%	40%	Once per 24 month period
D5730, D5731, D5740, D5741, D5750, D5751, D5760, D5761	reline complete or partial denture	40%	40%	Once per 24 month period

D5850, D5851	tissue conditioning	40%	40%	Once per 24 month period
D5863, D5864, D5865, D5866	overdenture – complete or partial	Optional	Optional	Plan will pay only the applicable amount that it would have paid for a conventional full denture (D5110, D5120, D5211, D5212)
D5899*	unspecified removable prosthodontic procedure, by report	40%	40%	Benefit determined by consultant review
D5999*	unspecified maxillofacial prosthesis, by report	40%	40%	Benefit determined by consultant review

#### **D6000-D6199 Implant Services**

D6010*	surgical placement of implant body; endosteal implant	40%	40%	Once per 5 year period
D6013*	surgical placement of mini implant	40%	40%	Once per 5 year period
D6056*	prefabricated abutment - includes modification and placement	40%	40%	Once per 5 year period
D6057*	custom abutment - includes placement	40%	40%	Once per 5 year period
D6058*, D6059*, D6060*	abutment supported crown, any material	40%	40%	Once per 5 year period
D6065*, D6066*	implant supported crown, any material	40%	40%	Once per 5 year period
D6081*	scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure	40%	40%	Once per 24 month period

D6200-D6999 Prosthodontics (Fixed)				
D6245*	pontic - indirect resin based composite or porcelain/ceramic	40%	40%	Benefits may be considered for a conventional fixed prosthesis
D6210*, D6211*, D6212*, D6214*	pontic	40%	40%	1 per 5 year period
D6240*, D6241*, D6242*, D6243*	pontic - porcelain fused	40%	40%	Once per 5 year period; Optional service on molar teeth. Plan will pay only the applicable amount that it would have paid for a full metal pontic (D6210, D6211, D6212, D6214)
D6549*	resin retainer - for resin bonded fixed prosthesis	40%	40%	Benefits may be considered for a conventional fixed prosthesis
D6740*	retainer crown - porcelain/ceramic	40%	40%	Benefits may be considered for a conventional fixed prosthesis
D6750*, D6751*, D6752*, D6753*	retainer crown - porcelain fused to high noble metal	40%	40%	Once per 5 year period; Optional service on posterior teeth. Plan will pay only the applicable amount that it would have paid for a full metal retainer crown (D6790, D6791, D6792, D6794)
D6790*, D6791*, D6792*	retainer crown - full cast	40%	40%	Once per 5 year period per consultant review
D6930*	re-cement or re-bond fixed partial denture	40%	40%	Covered service
D6999*	unspecified fixed prosthodontic procedure, by report	40%	40%	Benefit determined by consultant review

D7000-D7999 Oral and Maxillofacial Surgery				
D7140*	extraction, erupted tooth or exposed root (elevation and or forceps removal)	70%	70%	Once per tooth per lifetime
D7210*	extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap, if indicated	70%	70%	Once per tooth per lifetime
D7220*, D7230*, D7240*	removal of impacted tooth	70%	70%	Once per tooth per lifetime
D7241*	removal of impacted tooth - completely bony, with unusual surgical complications	70%	70%	Once per tooth per lifetime
D7250*	removal of residual tooth roots (cutting procedure)	70%	70%	Once per tooth per lifetime
D7310*, D7311*	alveoplasty in conjunction with extractions - per quadrant	70%	70%	Covered service
D7320*, D7321*	alveoplasty not in conjunction with extractions - per quadrant	70%	70%	Covered service
D7999*	unspecified oral surgery procedure, by report	40%	40%	Benefit determined by consultant review

D9000-D9999 Adjunctive General Services				
D9110	palliative (emergency) treatment of dental pain - minor procedure	70%	70%	As needed for diagnosis of emergency condition
D9120*	fixed partial denture sectioning	40%	40%	Covered service
D9222, D9223	deep sedation/general anesthesia	70%	70%	Paid in conjunction with qualifying services
D9239, D9243	intravenous moderate (conscious) sedation/analgesia	70%	70%	Paid in conjunction with qualifying services
D9310*	consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician	70%	70%	Covered service
D9410*	house/extended care facility call	70%	70%	Requires consultant review
D9999*	unspecified adjunctive procedure, by report	70%	70%	Benefit determined by consultant review



## Notice of Nondiscrimination

Aspirus Health Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. Aspirus Health Plan does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

We provide aids and services at no charge to people with disabilities to communicate effectively with us, such as TTY line, or written information in other formats, such as large print.

If you need these services, contact us at **715-631-7411 (voice)** or toll free at **1-855-931-4850 (voice)**, **715-631-7413 (TTY)**, or **1-855-931-4852 (TTY)**.

We provide language services at no charge to people whose primary language is not English, such as qualified interpreters or information written in other languages.

If you need these services, contact us at the **number on the back of your membership card** or **715-631-7411** or toll free at **1-855-931-4850 (voice)**; **715-631-7413** or toll free at **1-855-931-4852 (TTY)**.

If you believe that Aspirus Health Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file an oral or written grievance.

### Oral grievance

If you are a current Aspirus Health Plan member, please call the number on the back of your membership card. Otherwise please call **715-631-7411** or toll free at **1-855-931-4850 (voice)**; **715-631-7413** or toll free at **1-855-931-4852 (TTY)**. You can also use these numbers if you need assistance filing a grievance.

### Written grievance

#### *Mailing Address*

Attn: Appeals and Grievances

Aspirus Health Plan

P.O. Box 51

Minneapolis, MN 55440

Email: [cagMA@aspirushealthplan.com](mailto:cagMA@aspirushealthplan.com)

Fax: 715-631-7439

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services

200 Independence Avenue SW

Room 509F, HHH Building

Washington, D.C. 20201

1-800-368-1019, 1-800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 715-631-7411/1-855-931-4850 (TTY: 715-631-7413/1-855-931-4852).

LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 715-631-7411/1-855-931-4850 (TTY: 715-631-7413/1-855-931-4852).

XIYYEEFFANNA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 715-631-7411/1-855-931-4850 (TTY: 715-631-7413/1-855-931-4852).

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 715-631-7411/1-855-931-4850 (TTY: 715-631-7413/1-855-931-4852).

注意: 如果您使用繁體中文, 您可以免費獲得語言援助服務。請致電 715-631-7411/1-855-931-4850 (TTY: 715-631-7413/1-855-931-4852)。

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 715-631-7411/1-855-931-4850 (телетайп: 715-631-7413/1-855-931-4852).

ໂບດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທ 715-631-7411/1-855-931-4850 (TTY: 715-631-7413/1-855-931-4852).

ማስታወሻ: የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች: በነጻ ሊያገዝዎት ተዘጋጅተዋል: ወደ ሚክተለው ቁጥር ይደውሉ 715-631-7411/1-855-931-4850 (መስማት ለተሳናቸው: 715-631-7413/1-855-931-4852).

ဟ်သျှပ်ဟ်သး-နမ့်ကတိံ ကညိ ကျိာ်အယိ, နမန့် ကျိာ်အတၢ်မၤစၢလၢ တလက်သျှပ်လက်စု နီတမံၤဘၣ်သ့န့ၣ်လီၤ. ကိ: 715-631-7411/1-855-931-4850 (TTY: 715-631-7413/1-855-931-4852).

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 715-631-7411/1-855-931-4850 (TTY: 715-631-7413/1-855-931-4852).

ប្រយ័ត្ន: បើសិនជាអ្នកនិយាយភាសាអង់គ្លេស, រសវាជំនួយវេជ្ជកម្មភាសា ដោយមិនគិតថ្លៃ គឺអាចមានសំរាប់ប្រើប្រាស់។ ចូរ ទូរស័ព្ទ 715-631-7411/1-855-931-4850 (TTY: 715-631-7413/1-855-931-4852)។

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم (715-631-7411/1-855-931-4850 (رقم هاتف الصم والبكم: 715-631-7413/1-855-931-4852).

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 715-631-7411/1-855-931-4850 (ATS : 715-631-7413/1-855-931-4852).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 715-631-7411/1-855-931-4850 (TTY: 715-631-7413/1-855-931-4852) 번으로 전화해 주십시오.

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 715-631-7411/1-855-931-4850 (TTY: 715-631-7413/1-855-931-4852).