



UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

PO Box 144003, Salt Lake City, Utah 84114
288 North 1460 West, Salt Lake City, Utah 84116

1627207
Department Log Number

162700647
State Contract Number

1. **CONTRACT NAME:** The name of this contract is CHIP-Premier Access Dental Contract Amendment 1.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health (DEPARTMENT) and Premier Access Insurance Company (CONTRACTOR).
3. **PURPOSE OF CONTRACT AMENDMENT:** To update covered codes in attachment C for CHIP dental and set funding to 100% federal funding.
4. **CHANGES TO CONTRACT:**
 1. Update CHIP dental covered codes in attachment C
 2. CHIP is 100% federally funded. Funding change - subtracted State funding for 2017, and added the equivalent amount into 2017 federal funding.

All other conditions and terms in the original contract and previous amendments remain the same.

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective [07/01/2016]
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.


Contract with Utah Department of Health and Premier Access Insurance Company, Log # 1627207

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By:  8/16/16
Robin Muck
Head of Government Programs
Date

By:  9/8/2016
Shari A. Watkins, C.P.A.
Director, Office Fiscal Operations
Date

**Covered Services, Limitations, Exclusions
and Co-Payment Requirements**

SECTION 1: Covered Services

The Contractor shall provide the following benefits to CHIP Enrollees in accordance with benefits as defined in the Utah Children’s Health Insurance Program State Plan subject to the exclusions or limitations noted in this attachment. The Department reserves the right to interpret what is in the State Plan. CHIP covered services can only be limited through utilization criteria based on medical necessity. The Contractor shall provide at least the following benefits to CHIP Enrollees.

1.1 Dental Services

Diagnostic and Preventive Benefits:	
Diagnostic	Procedures to assist the Provider in choosing required dental treatment
Preventive	Cleaning (periodontal cleaning in the presence of gingival inflammation is considered to be periodontal (a Basic Benefit) for payment purposes), topical application of fluoride solutions and space maintainers.
Basic Benefits:	
Oral Surgery	Extractions and other surgical procedures (including pre-and post-operative care.)
General Anesthesia or IV Sedation	When administered for covered oral surgery or selected endodontic and periodontal surgical procedures.
Endodontics	Treatment of the tooth pulp
Periodontics	Treatment of gums and bones and supporting teeth
Palliative	Treatment to relieve pain
Sealants	Topically applied acrylic, plastic or composite materials used to seal developmental grooves and pits in permanent molars for the purpose

	of preventing decay.
Restorative	Amalgam, synthetic porcelain, plastic fillings and prefabricated stainless steel restorations for treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of decay).
Denture repairs	Repair to partial or complete dentures including rebase procedures and relining
Major Benefits:	
Crowns, Inlays/Onlays and Cast Restorations	Treatment of carious lesions (visible decay of the hard tooth structure) when teeth cannot be restored with amalgam, synthetic porcelain or plastic fillings.
Prosthodontics	Procedures for construction or of fixed bridges, partial or completed dentures and the repair of fixed bridges.

Specifically, only the following dental services based on American Dental Association (ADA) codes are covered:

D0120	D1352	D2652	D2952	D4263	D5711	D6607	D7320	D7610	D9940
D0140	D1353	D2662	D2953	D4264	D5720	D6624	D7321	D7620	D9951
D0145	D1510	D2663	D2954	D4266	D5721	D6634	D7340	D7960	D9999
D0150	D1515	D2664	D2957	D4267	D5730	D6720	D7350	D7970	
D0160	D1520	D2710	D3220	D4270	D5731	D6721	D7410	D7971	
D0170	D1525	D2712	D3221	D4273	D5740	D6722	D7411	D7980	
D0171	D1550	D2720	D3222	D4277	D5741	D6750	D7412	D7981	
D0180	D1555	D2721	D3230	D4278	D5750	D6751	D7413	D7982	
D0190	D2140	D2722	D3240	D4341	D5751	D6752	D7414	D7983	
D0191	D2150	D2740	D3310	D4342	D5760	D6780	D7450	D7999	
D0210	D2160	D2750	D3320	D4355	D5761	D6781	D7451	D8010	
D0220	D2161	D2751	D3330	D4910	D5820	D6782	D7460	D8020	
D0230	D2330	D2752	D3333	D5110	D5821	D6790	D7461	D8030	
D0240	D2331	D2780	D3346	D5120	D5850	D6791	D7465	D8040	
D0250	D2332	D2781	D3347	D5130	D5851	D6792	D7471	D8050	
D0260	D2335	D2782	D3348	D5140	D5863	D6794	D7510	D8060	
D0270	D2390	D2783	D3351	D5211	D5864	D6930	D7520	D8070	
D0272	D2391	D2790	D3352	D5212	D5866	D6940	D7530	D8080	
D0273	D2392	D2791	D3353	D5213	D6210	D7111	D7540	D8090	
D0274	D2393	D2792	D3410	D5214	D6211	D7140	D7550	D8210	
D0277	D2394	D2794	D3421	D5225	D6212	D7210	D7560	D8220	
D0330	D2510	D2910	D3425	D5226	D6214	D7220	D7610	D8660	
D0340	D2520	D2915	D3426	D5281	D6240	D7230	D7620	D8680	
D0350	D2530	D2920	D3430	D5410	D6241	D7240	D7630	D8690	
D0460	D2542	D2929	D3450	D5411	D6242	D7241	D7640	D8691	

D0470	D2543	D2930	D3920	D5421	D6250	D7250	D7670	D8692	
D0472	D2544	D2931	D4210	D5422	D6251	D7260	D7710	D8693	
D0473	D2610	D2932	D4211	D5510	D6252	D7261	D7720	D8694	
D0474	D2620	D2933	D4212	D5520	D6545	D7270	D7730	D8999	
D0485	D2630	D2934	D4240	D5610	D6549	D7280	D7740	D9110	
D1110	D2642	D2940	D4241	D5630	D6602	D7283	D7910	D9220	
D1120	D2643	D2941	D4245	D5640	D6603	D7285	D7911	D9221	
D1206	D2644	D2949	D4249	D5650	D6604	D7286	D7912	D9241	
D1208	D2650	D2950	D4260	D5660	D6605	D7310	D7920	D9242	
D1351	D2651	D2951	D4261	D5710	D6606	D7311	D7950	D9310	

Reference:

D0100-D0999 – Diagnostic

D1000-D1999 – Preventive

D2000-D2999 – Restorative

D3000-D3999 – Endodontics

D4000-D4999 – Periodontics

D5000-D5999 – Prosthodontics (Removable)

D6000-D6199 – Implant Services

D6200-D6999 – Prosthodontics, Fixed

D7000-D7999 – Oral and Maxillofacial Surgery

D8000-D8999 – Orthodontics

D9000-D9999 – Adjunctive General Services

Eligible services under the dental plan are payable in an outpatient surgical facility for children five years of age and younger or a child who is at high risk due to other medical diagnosis.

Applicable Notes from Benchmark Plan Schedule of Allowances

Procedures D3230 through D3920 include all test x-rays taken as part of the complete root canal procedure.

The following applies to D5000 – D5899 Prosthodontics (Removable). Dentures and partial dentures include relines. Allowances for dentures, partial dentures and relines include all adjustments for six-months. Fee for specialized techniques involving precision dentures, personalization or characterizations must be paid by the patient.

The following applies to D6200 – D6999 Prosthodontics, Fixed. Each retainer and each pontic constitutes a unit in a fixed partial denture.

The following applies to D7000 – D7999 oral and Maxillofacial Surgery. Extractions include local anesthesia, suturing, if needed, and routine postoperative care.

The following applies to D8000 – D8999 Orthodontics. Allowances include all appliances, adjustments, insertion, removal and post treatment stabilization (retention).

Note on additional benefits during pregnancy – When an Enrollee is pregnant, CHIP will pay for additional services to help improve the oral health of the Enrollee during pregnancy. The additional services each contract year include: one (1) additional oral exam and either one (1) additional routing cleaning or one (1) additional periodontal scaling and root planing per quadrant. Written confirmation of the pregnancy must be provided by the Enrollee or her dentist when the claim is submitted.

SECTION 2: Limitations and Exclusions

2.1 Limitations

A. Limitations on Diagnostic and Preventative Benefits:

- 1) Routine oral examinations and cleanings (including periodontal cleanings) are provided no more than twice in any Contract Year. Note that periodontal cleanings are covered as a Basic Benefit and routine cleanings are covered as a Diagnostic and Preventative Benefit. See note on additional benefits during pregnancy.
- 2) Full-mouth x-rays and panoramic x-rays are limited to once every five years
- 3) Bitewing x-rays are provided for enrollees twice each contract year.
- 4) Space maintainers are limited to the initial appliance only and to Enrollees under age 14.

B. Limitations on Basic Benefits:

- 1) Sealants are limited as follows:
 - Sealant Benefits are available only to Enrollees through age 15.
 - Sealants are limited to application to permanent molars with no caries (decay), without restorations and with the occlusal surface intact.
 - Sealant Benefits do not include the repair or replacement of a sealant on any tooth within two (2) years of its application.
- 2) CHIP will not pay to replace an amalgam, synthetic porcelain or plastic fillings or prefabricated stainless steel restorations within 24 months of treatment if the service is provided by the same Dentist.
- 3) CHIP limits payment for stainless steel crowns under this section to services on baby teeth. However, after consultant's review, CHIP may allow stainless steel crowns on permanent teeth as a Major Benefit.
- 4) Benefits for periodontal scaling and root planning in the same quadrant are limited to once in every 24-month period. See note on additional benefits during pregnancy.

C. Limitations on Major Benefits:

- 1) CHIP will not pay to replace any crowns, inlays/onlays or cast restorations which the Enrollee received in the previous five (5) years under any CHIP program or any program of the Contract holder.
- 2) Prosthodontic appliances that were provided under any CHIP program will be replaced only after five (5) years have passed, except when CHIP determines that there is such extensive loss of remaining teeth or change in supporting tissue that the existing fixed bridge or denture cannot be made satisfactory. Replacement of a prosthodontic appliance not provided under a CHIP program will be made if CHIP determines it is unsatisfactory and cannot be made satisfactory.
- 3) CHIP limits payment for dentures to a standard partial or denture (coinsurances apply). A standard denture means a removable appliance to replace missing natural, permanent teeth that is made from acceptable materials by conventional means.
- 4) CHIP will not pay for implants (artificial teeth implanted into or on bone or gums), their removal or other associated procedures, but CHIP will credit the cost of a crown or standard complete or partial denture toward the cost of the implant associated appliance, i.e. the implant supported crown or denture.

D. Limitations on Orthodontic Benefits:

- 1) Payment for orthodontics is provided for a proportion of the upfront costs and then monthly thereafter.
- 2) Orthodontic Benefits begin with the first payment due after the person becomes covered, if treatment has begun.
- 3) Benefits end with the loss of eligibility. Benefits end immediately if treatment stops or if the Contract is terminated, whichever occurs first.
- 4) Benefits are not paid to repair or replace any Orthodontic appliance furnished, in whole or in part, under this program.
- 5) X-rays or extractions are not subject to the Orthodontic maximum.
- 6) Surgical procedures are not subject to the Orthodontic maximum.
- 7) Orthodontic benefits can include, but are not limited to, services for children who have a handicapping malocclusion due to birth defects, accidents, disease, or abnormal growth patterns of such severity that it renders them unable to masticate, digest, or benefit from their diet. However, orthodontic benefits shall only be considered medically necessary and a covered service if the client scores 30 or greater on the Salzmann Index.
- 8) When assessing the handicap malocclusion, the Contractor shall utilize Department policy which requires a tooth to have a 30-degree or greater rotation in order to be scored on the Salzmann Index.
- 9) Orthodontic benefits must receive a prior authorization from the Contractor.

E. Limitations on All Benefits - Optional Services

Optional Services that are more expensive than the form of treatment customarily provided under accepted dental practice standards are called "Optional Services". Optional Services also include the use of specialized techniques instead of standard procedures. For example:

- 1) A crown where a filling would restore the tooth;
- 2) A precision denture/partial where a standard denture/partial could be used;
- 3) An inlay/onlay instead of an amalgam restoration; or
- 4) A composite restoration instead of an amalgam restoration on posterior teeth.

If an enrollee receives Optional Services, Benefits will be based on the lower cost of the customary service or standard practice instead of the higher cost of the Optional Service. The enrollee will be responsible for the difference between the higher cost of the Optional Service and the lower cost of the customary service or standard procedure.

2.2 Exclusions

CHIP does not pay Benefits for:

- A. Treatment of injuries or illness covered under workers' compensation or employers' liability laws; services received without cost from any federal, state or local agency, unless this exclusion is prohibited by law.
- B. Cosmetic surgery or dentistry for purely cosmetic reasons.
- C. Services for congenital (hereditary) or developmental (following birth) malformations, including but not limited to cleft palate, upper and lower jaw malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth) and anodontia (congenitally missing teeth), except those services provided to newborn children for cleft lip or cleft palate.
- D. Treatment to restore tooth structure lost from wear, erosion or abrasion; treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion; or treatment to stabilize the teeth. Examples include but are not limited to: equilibration, periodontal splinting or occlusal adjustment.
- E. Any Single Procedure started prior to the date the Enrollee became covered for such services under this program.
- F. Prescribed drugs, medication, pain killers or experimental procedures.
- G. Charges by any hospital or other surgical or treatment facility and any additional fees charged by the Dentist for treatment in any such facility.

- H. Charges for anesthesia, other than general anesthesia and IV sedation in connection with covered oral surgery or selected endodontic and periodontal surgical procedures.
- I. Extraoral grafts (grafting of tissues from outside the mouth to oral tissues).
- J. Treatment performed by someone other than a Dentist or a person who by law may work under a Dentist's direct supervision.
- K. Charges incurred for oral hygiene instruction, a plaque control program, dietary instruction, x-ray duplications, cancer screening or broken appointments.
- L. Services or supplies covered by any other dental plan of the enrollee.
- M. Treatment rendered by a person who ordinarily resides in your household or who is related to you (or to your spouse) by blood, marriage or legal adoption.
- N. Except as provided in Section 2.1 D, Services for Orthodontic treatment are excluded. This exclusion includes, but is not limited to:
 - i. Limited orthodontic and removable appliance therapies.
 - ii. Removable appliances in conjunction with fixed banded treatment.
 - iii. Habit control appliances.
 - iv. Orthodontic services for cosmetic or esthetic reasons.
- O. Services for any disturbances of the temporomandibular (jaw) joints.

**SECTION3: Co-Insurance and Co-Payment Requirements for CHIP
Enrollees from 134-150% of the Federal Poverty Level**

(PLAN B)

3.1 Dental Services

Maximum Out-of-Pocket Expenses	5% of family's annual gross income, included as part of medical out-of-pocket
Deductibles	None
Diagnostic and Preventive Services: Routine exams, cleanings (2 per year), topical fluoride, space maintainers, x-rays	Plan pays 100%

Basic Services:

Plan pays 95%

Oral Surgery, General Anesthesia or IV Sedation, Endodontics, Periodontics, Palliative, Sealants, Restorative, Denture Repairs

Major:

Plan pays 95%

Crowns, Inlays/Onlays, Cast Restorations, Prosthodontics

Orthodontics

Plan pays 95%

Lifetime Maximum: \$1,000

Limited to clients scoring 30 or more on Salzmann Index

Maximum Dental Benefit:

\$1,000 per year

Preventive, basic, and major services per person per contract year

Orthodontic services are not included in the annual maximum benefit.

Specialists:

Plan pays 95%

Endodontists, Periodontists, Prosthodontists, Oral surgeons

3.2 Pre-existing Condition Waiting Period

No waiting period

3.3 Out-of-Pocket Maximum

The maximum out-of-pocket expense for a family is 5% of the family's annual gross income.

If the out-of-pocket expenses for a family exceed 5% of the family's annual gross income, the family should contact the DEPARTMENT. Upon request, the Contractor will provide the DEPARTMENT with a record of co-insurance and co-payments that make up the family's out-of-pocket expenses. Upon notification from the DEPARTMENT, the Contractor will switch the family to a no out-of-pocket payment (exempt) option, will ensure the network provider reimburses the family for any excess amount paid above 5%, and will mail new identification cards to the family. CHIP Enrollees with zero income will also be exempt from copays and deductibles as their out-of-pocket will be \$0.

NOTE: The allowed amount is (1) the contract rate that the Contractor has with providers or (2) the lesser of billed charge less 25% or other negotiated rate for non-contracted providers.

**SECTION4: Co-Insurance and Co-Payment Requirements for CHIP
Enrollees 151% to 200% of the Federal Poverty Level**

(PLAN C)

4.1 Dental Services

Maximum Out-of-Pocket Expenses

5% of family's annual gross income, included as part of medical out-of-pocket

Deductibles

\$50 per individual per contract year
\$150 per family per contract year

Diagnostic and Preventive Services:

Plan pays 100%

Routine exams, cleanings (2 per year), topical fluoride, space maintainers, x-rays

Basic Services:

Plan pays 80%, after deductible

Oral Surgery, General Anesthesia or IV Sedation, Endodontics, Periodontics, Palliative, Sealants, Restorative, Denture Repairs

Major:

Plan pays 50%, after deductible

Crowns, Inlays/Onlays, Cast Restorations, Prosthodontics

Orthodontics

Plan pays 50%

Lifetime Maximum: \$1,000

Limited to clients scoring 30 or more on

Salzmann Index

Maximum Dental Benefit:

\$1,000 per year

Preventive, basic, and major services per person per contract year

Orthodontic services are not included in the annual maximum benefit.

Specialists:

Endodontists, Periodontists, Prosthodontists, Oral surgeons

1. Plan pays according to the plan's general dentists schedule of fees.

2. Member is responsible for the difference between plan payment and negotiated specialist fee.

4.2 Pre-existing Condition Waiting Period

No waiting period

4.3 Out-of-Pocket Maximum

The maximum out-of-pocket expense for a family is 5% of the family's annual gross income.

If the out-of-pocket expenses for a family exceed 5% of the family's annual gross income, the family should contact the DEPARTMENT. Upon request, the Contractor will provide the DEPARTMENT with a record of co-insurance and co-payments that make up the family's out-of-pocket expenses. Upon notification from the DEPARTMENT, the Contractor will switch the family to a no out-of-pocket payment (exempt) option, will ensure the network provider reimburses the family for any excess amount paid above 5%, and will mail new identification cards to the family. CHIP Enrollees with zero income will also be exempt from copays and deductibles as their out-of-pocket will be \$0.

NOTE: The allowed amount is (1) the contract rate that the Contractor has with providers or (2) the lesser of billed charge less 25% or other negotiated rate for non-contracted providers.

SECTION5: Requirements for CHIP Native American Policy

5.1 Dental Services:

Maximum Out-of-Pocket Expenses	Not applicable. There are not out-of-pocket expenses for Native Americans.
Deductibles	None
Diagnostic and Preventive Services: Routine exams, cleanings (2 per year), topical fluoride, space maintainers, x-rays	Plan pays 100%
Basic Services: Oral Surgery, General Anesthesia or IV Sedation, Endodontics, Periodontics, Palliative, Sealants, Restorative, Denture Repairs	Plan pays 100%
Major: Crowns, Inlays/Onlays, Cast Restorations, Prosthodontics	Plan pays 100%
Orthodontics Lifetime Maximum: \$1,000 Limited to clients scoring 30 or more on Salzman Index	Plan pays 100%
Maximum Dental Benefit: Preventive, basic, and major services per person per contract year	\$1,000 per year

Orthodontic services are not included in the annual maximum benefit.

Specialists:

Plan pays 100%

Endodontists, Periodontists, Prosthodontists,
Oral surgeons

5.2 Pre-existing Condition Waiting Period

No waiting period

5.3 Out-of-Pocket Maximum

Not applicable. There are not out-of-pocket expenses for Native Americans.

NOTE: The allowed amount is (1) the contract rate that the Contractor has with providers or (2) the lesser of billed charge less 25% or other negotiated rate for non-contracted providers.

SECTION6: Balance Billing

6.1 Balance Billing

No claim for payment, except for co-payments, deductibles, and co-insurance, will be made by the Contractor or Provider from the Enrollee for a service covered under this CHIP contract.

The Contractor and Provider will not balance bill the Enrollee for dental costs covered under the CHIP contract. The Provider will consider the reimbursement from the Contractor plus co-payments, deductibles, and/or co-insurance as payment in full for dental costs.

For costs in excess of the \$1,000 benefit limit, Providers shall continue to bill clients at the contracted rate according to the restrictions set forth in Attachment B, section 10.4.2. Clients will have the responsibility to pay those costs only if the requirements of Attachment B, section 10.4.2 are followed.

SECTION 7: Orthodontic Benefit

7.1 Loss of CHIP Eligibility Prior to Treatment Completion

If a CHIP enrollee loses eligibility before the orthodontic treatment has been completed, the Provider shall not increase the total amount owed for the service. The Contractor shall contractually obligate its providers to follow this requirement.

SECTION8: Contract Year Basis for Benefits

8.1 Benefits – Contract Year Basis

Benefits are administered on a contract year basis. The Contractor is not responsible to administer run-in claims from a prior Contractor. The 5% out-of-pocket maximum is

calculated based on the date the Enrollees eligibility begins and the 5% maximum starts over at each recertification.