

Oregon

Group Dental Plan

Lane Community College
Direct Option Plan

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Delta Dental of Oregon

Dental plans in Oregon provided by Oregon Dental Service dba Delta Dental Plan of Oregon

TABLE OF CONTENTS

SECTION 1.	WELCOME	1
SECTION 2.	CONTACT INFORMATION	2
SECTION 3.	USING THE PLAN	3
SECTION 4.	DEFINITIONS	4
SECTION 5.	BENEFITS AND LIMITATIONS	7
5.1	MEMBER COPAYMENT SCHEDULE	7
5.2	BENEFITS AND LIMITATIONS	7
5.2.1	Teeth Cleaning	7
5.2.2	Endodontic Retreatment	7
5.3	EXTENSION OF BENEFITS	7
5.3.1	Crowns and Bridges	7
5.3.2	Removable Prosthetic Devices	7
5.3.3	Immediate Dentures	8
5.3.4	Root Canal Therapy and Root Canal Retreatment	8
5.3.5	Extractions	8
5.4	HOSPITAL AND OTHER FACILITY CARE	8
5.5	REFERRED DENTAL CARE	8
5.6	EMERGENCIES	8
5.7	OUT OF AREA EMERGENCIES	9
SECTION 6.	ORTHODONTIC BENEFIT	10
6.1	ORTHODONTIC BENEFITS	10
SECTION 7.	EXCLUSIONS	11
SECTION 8.	ELIGIBILITY	14
8.1	SUBSCRIBER	14
8.2	DEPENDENTS	14
8.3	QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMCSO)	15
8.4	NEW DEPENDENTS	15
8.5	ELIGIBILITY AUDIT	15
8.6	RETIREMENT	16
8.6.1	Employee Eligibility	16
8.6.2	Dependent Eligibility	16
8.6.3	When Retiree Eligibility Ends	16
SECTION 9.	ENROLLMENT	17
9.1	ENROLLING ELIGIBLE EMPLOYEES	17
9.2	ENROLLING NEW DEPENDENTS	17
9.3	OPEN ENROLLMENT	17
9.4	SPECIAL ENROLLMENT RIGHTS	17
9.4.1	Loss of Other Coverage	17
9.4.2	Eligibility for Premium Subsidy	18

9.4.3	New Dependents.....	18
9.5	WHEN COVERAGE BEGINS.....	18
9.6	WHEN COVERAGE ENDS.....	19
9.6.1	Termination of the Group Plan.....	19
9.6.2	Termination by Subscriber	19
9.6.3	Death	19
9.6.4	Loss of Eligibility, Layoff or Leave of Absence	19
9.6.5	Termination by the Network	20
9.6.6	Loss of Eligibility by Dependent.....	20
9.6.7	Rescission	20
9.6.8	Continuing Coverage	20
SECTION 10.	CLAIMS ADMINISTRATION & PAYMENT	21
10.1	SUBMISSION AND PAYMENT OF CLAIMS.....	21
10.2	APPEALS.....	21
10.2.1	Time Limit for Submitting Appeals.....	21
10.2.2	The Appeal Process	21
10.2.3	First Level Appeals.....	22
10.2.4	Second Level Appeals	22
10.3	BENEFITS AVAILABLE FROM OTHER SOURCES.....	22
10.3.1	Coordination of Benefits (COB)	22
10.3.2	Third Party Liability.....	22
SECTION 11.	COORDINATION OF BENEFITS.....	26
11.1	DEFINITIONS	26
11.2	HOW COB WORKS	27
11.3	ORDER OF BENEFIT DETERMINATION (WHICH PLAN PAYS FIRST?)	28
11.4	EFFECT ON THE BENEFITS OF THIS PLAN.....	29
SECTION 12.	MISCELLANEOUS PROVISIONS.....	31
12.1	RIGHT TO COLLECT AND RELEASE NEEDED INFORMATION	31
12.2	CONFIDENTIALITY OF MEMBER INFORMATION	31
12.3	TRANSFER OF BENEFITS.....	31
12.4	CORRECTION OF PAYMENTS.....	31
12.5	CONTRACT PROVISIONS	31
12.6	WARRANTIES	32
12.7	LIMITATION OF LIABILITY	32
12.8	PROVIDER REIMBURSEMENTS	32
12.9	INDEPENDENT CONTRACTOR DISCLAIMER	32
12.10	NO WAIVER.....	32
12.11	GROUP IS THE AGENT	33
12.12	GOVERNING LAW.....	33
12.13	WHERE ANY LEGAL ACTION MUST BE FILED	33
12.14	TIME LIMITS FOR FILING A LAWSUIT	33
SECTION 13.	CONTINUATION OF DENTAL COVERAGE.....	34
13.1	OREGON CONTINUATION FOR SPOUSES & DOMESTIC PARTNERS AGE 55 AND OVER	34
13.1.1	Introduction.....	34

13.1.2	Eligibility	34
13.1.3	Notice and Election Requirements.....	34
13.1.4	Premiums.....	35
13.1.5	When Coverage Ends.....	35
13.2	COBRA CONTINUATION COVERAGE	35
13.2.1	Introduction.....	35
13.2.2	Qualifying Events.....	36
13.2.3	Other Coverage	36
13.2.4	Notice and Election Requirements.....	37
13.2.5	COBRA Premiums	37
13.2.6	Length of Continuation Coverage.....	38
13.2.7	Extending the Length of COBRA Coverage.....	38
13.2.8	Newborn or Adopted Child.....	39
13.2.9	Special Enrollment and Open Enrollment	39
13.2.10	When Continuation Coverage Ends.....	40
13.3	UNIFORMED SERVICES EMPLOYMENT & REEMPLOYMENT RIGHTS ACT (USERRA)	40
13.4	FAMILY AND MEDICAL LEAVE	41
13.5	LEAVE OF ABSENCE.....	41
13.6	STRIKE OR LOCKOUT	41
SECTION 14.	ERISA DUTIES.....	42
SECTION 15.	SCHEDULE OF COVERED SERVICES AND COPAYMENTS	44

SECTION 1. WELCOME

Delta Dental, part of the Moda organization and doing business as Delta Dental Plan of Oregon (abbreviated as Delta Dental), is pleased to have been chosen by the Group as its dental plan. This handbook is designed to provide members with important information about the Plan's benefits, limitations and procedures.

This dental plan is offered by Delta Dental with dental care services provided by Willamette Dental Group, P.C. Members may direct questions to one of the numbers listed below or access tools and resources on Delta Dental's personalized member website, myModa, at www.modahealth.com. myModa is available 24 hours a day, 7 days a week allowing members to access plan information whenever it's convenient.

Delta Dental reserves the right to monitor telephone conversations and email communications between its employees and its members for legitimate business purposes as determined by Delta Dental.

This handbook may be changed or replaced at any time, by the Group or Delta Dental, without the consent of any member. The most current handbook is available on myModa, accessed through the Moda Health website. All plan provisions are governed by the Group's policy with Delta Dental. This handbook may not contain every plan provision.

SECTION 2. CONTACT INFORMATION

Delta Dental Website (log in to **myModa**)
www.modahealth.com

Dental Customer Service Department
Toll-free 888-217-2365
En Español 877-299-9063

Telecommunications Relay Service for the hearing impaired
711

Delta Dental
P.O. Box 40384
Portland, Oregon 97240

Willamette Dental Group Website
www.willamettedental.com

Making Appointments with a Network Dentist
Toll-free 855-433-6825, Option 1

Selecting a Network Dentist
Toll-free 855-433-6825, Option 1

Eligibility Inquiries
Toll-free 888-217-2365
En Español 877-299-9063

Appeals
Toll-free 855-433-6825, Option 3

Member Services Department
Toll-free 855-433-6825

SECTION 3. USING THE PLAN

This dental plan is easy to use. All of the paperwork takes place at the dentist's office, and members do not submit claims for reimbursement (except for out of area dental emergencies). Benefits are provided for services rendered by network dentists selected from the network named below. Services must be performed by a network dentist unless members are referred to an outside dentist or specialist by a network dentist. The amount members pay for a covered service is listed in section 15.

A member may choose any general dentist from the Willamette Dental Directory, which is available by visiting the Willamette Dental Group website or by calling the "Selecting a Dentist" phone number listed in section 2 for assistance.

Members should make an appointment in advance with a network dentist to access dental care. Members are responsible for the member copayments at the time of dental service. If necessary, a network dentist will refer a member to an outside dentist or specialist. **Dental services that are performed by an outside dentist or dental care provider will not be covered by the Plan, unless referred by a network dentist or for an out of area dental emergency.**

For questions about the Plan, members should contact Customer Service.

This handbook describes the benefits of the Plan. It is the member's responsibility to review this handbook carefully and to be aware of the Plan's limitations and exclusions.

SECTION 4. DEFINITIONS

Adverse Benefit Determination means a written notice, in the form of a letter or an Explanation of Benefits (EOB), of any of the following: a denial, reduction, or termination of, or a failure to provide or make a payment (in whole or in part) for a benefit including one based on a determination of a person's eligibility to participate in a plan and one resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be experimental or investigational or not necessary and customary by the standards of generally accepted dental practice for the prevention or treatment of oral disease or accidental injury.

Affidavit of Domestic Partnership is a signed document that attests the subscriber and one other eligible person meet the criteria in the definition of affidavit to be unregistered domestic partners.

Benefits means those covered services that are available under the terms of the Plan.

Bridge is also called a fixed partial denture. A bridge replaces one or more missing teeth using a pontic (false tooth or teeth) permanently attached to the adjacent teeth. Retainer crowns (crowns placed on adjacent teeth) are considered part of the bridge.

Calendar Year means a period beginning January 1st and ending December 31st.

Coinsurance means the percentages of covered expenses to be paid by a member.

Copay and Copayment means the fixed dollar amount listed in the member copayment schedule (see section 15) to be paid by a member. Other than service charges, this is the only amount members must pay a network dentist for a covered service.

Cost Sharing is the share of costs a member must pay when receiving a covered service, including deductible, copayments or coinsurance. Cost sharing does not include premiums, balance billing amounts for out-of-network emergencies or the cost of non-covered services.

Delta Dental refers to Delta Dental Plan of Oregon. Delta Dental Plan of Oregon is a business name used by Oregon Dental Service, a not-for-profit dental healthcare service contractor.

Dental Emergency and Emergency means the sudden and unexpected onset of a condition, or exacerbation of an existing condition, requiring necessary care to control pain, swelling or bleeding in or around the teeth and gums. The emergency care does not include follow-up care such as crowns, root canal therapy or prosthetics.

Dentally Necessary means services that:

- a. Are established as necessary for the treatment or prevention of a dental injury or disease otherwise covered under the Plan
- b. Are appropriate with regard to standards of good dental practice in the service area
- c. Have a good prognosis

- d. Are the least costly of the alternative supplies or levels of service that can be safely provided. For example, coverage would not be allowed for a crown when a filling would be adequate to restore the tooth appropriately

The fact that a dentist may recommend or approve a service or supply does not, in and of itself, make the charge a covered expense.

Dentist means a licensed dentist, to the extent that he or she is operating within the scope of his or her license as required under law within the state of practice.

Denture Repair is a procedure done to fix a complete, immediate, or partial denture. This includes adding a tooth to a partial denture, replacing a broken tooth in a denture or fixing broken framework and/or base.

Dependent means any person who is or may become eligible for coverage under the terms of the Plan because of a relationship to a subscriber.

Domestic Partner refers to a registered domestic partner and an unregistered domestic partner.

- a **Registered Domestic Partner** means a person joined with the subscriber in a partnership that has been registered under the laws of any federal, state or local government
- b **Unregistered Domestic Partner** means a person who has entered into a partnership with the subscriber that meets the criteria in the Group's affidavit of domestic partnership

Eligible Employee for the purpose of this handbook, means an employee or former employee of the Group who meets the eligibility requirements to be enrolled on the Plan.

Exclusion Period means a period of time during which specified treatments or services are excluded from coverage.

The **Group** is the organization whose employees are covered by the Plan.

Group Health Plan means any plan, fund or program established and maintained by the Group for the purpose of providing healthcare for its employees or their dependents through insurance, reimbursement or otherwise. This dental plan is a group health plan.

Investigational Service or Supply means a service or supply (including but not limited to equipment, drugs, devices, and other items) that is determined by the network to meet any one of the following:

- a. Is classified by the network as experimental or investigational
- b. Are under continued scientific testing and research because it has not yet been proven to show a demonstrable benefit for a particular illness, disease or condition, or to be safe and effective
- c. Is on an investigational protocol, unless approved in writing in advance by the network

Member means a subscriber or dependent of a subscriber who has enrolled for coverage under the terms of the Plan.

Network is the exclusive provider group that provides dental care to members.

Network Dentist means a licensed dentist who is employed by or is under contract with the network or any of its affiliates to provide dental services.

Network Provider means a licensed dentist, licensed denturist or licensed hygienist who is employed by or is under contract with the network or any of its affiliates to provide dental services.

Outside Dentist or Specialist means a licensed dentist who is not employed by or under contract with the network.

Periodontal Maintenance is a periodontal procedure for members who have previously been treated for periodontal disease. In addition to cleaning the visible surfaces of the teeth (as in prophylaxis) surfaces below the gum-line are also cleaned. This is a more comprehensive service than a regular cleaning (prophylaxis).

The **Plan** is the dental benefit plan sponsored by the Group and insured under the terms of the policy between the Group and Delta Dental.

Policy is the agreement between the Group and Delta Dental for insuring the dental benefit plan sponsored by the Group. This handbook is a part of the policy.

Pontic is an artificial tooth that replaces a missing tooth and is part of a bridge.

Prophylaxis is cleaning and polishing of all teeth.

Reasonable Cash Value means the total fee for each service or supply that the network files with Delta Dental.

Reline means the process of resurfacing the tissue side of a denture with new base material.

Restoration is the treatment that repairs a broken or decayed tooth. Restorations include, but are not limited to, fillings and crowns.

Service Charge means a charge for a late cancellation of an appointment, for failing to keep or cancel an appointment and/or a delinquent account charge.

Subscriber means any employee or former employee who is enrolled in the Plan.

Waiting Period means the period that must pass before a person is eligible to enroll for benefits under the terms of the Plan.

SECTION 5. BENEFITS AND LIMITATIONS

The Plan covers services when performed by a network provider. Details on specific services covered are available in section 15. Some procedures require a copayment, and members must pay this amount directly to the network dentist. If a member obtains dental services from an outside dentist or dental care provider, no benefits are payable and he or she will be responsible for the expenses incurred. (See sections 5.5 and 5.7 for exceptions.)

Before visiting a network provider, members should call the network and make an appointment. Members who need to change a scheduled appointment should call in advance for cancellation and re-schedule for another day. There is a missed appointment fee if the appointment is canceled with less than 24-hour notice.

5.1 MEMBER COPAYMENT SCHEDULE

Details on covered services and copayments can be found in section 15.

5.2 BENEFITS AND LIMITATIONS

5.2.1 Teeth Cleaning

Teeth cleaning frequency is determined at a member's visit with a network dentist, who will make this determination based on what is dentally necessary. Frequency of other services is also determined by the network dentist.

5.2.2 Endodontic Retreatment

When initial root canal therapy was performed by a network dentist, retreatment will be covered as part of the initial treatment for the first 24 months. After that time, standard cost sharing applies.

5.3 EXTENSION OF BENEFITS

Dental benefits will be extended to cover the following services and supplies if coverage ends for any reason other than nonpayment of premium or termination of the member's services through the network.

5.3.1 Crowns and Bridges

When the final impressions are taken prior to termination, seating of the crown or bridge is covered up to 60 days after termination and adjustments will be covered up to 6 months after seating.

5.3.2 Removable Prosthetic Devices

When final impressions are taken prior to termination, delivery of the prosthesis is covered up to 60 days after termination and adjustments will be covered up to 6 months after seating. Laboratory relines will not be covered after termination.

5.3.3 Immediate Dentures

When final impressions are taken prior to termination, the delivery of dentures will be covered up to 60 days after termination. However, if coverage for a member terminates prior to the actual extraction of teeth, the extractions will not be covered.

5.3.4 Root Canal Therapy and Root Canal Retreatment

When the root canal is started prior to termination, completion of treatment is covered up to 60 days after termination. A pulpotomy is considered definitive treatment and is not considered a root canal start. If the root canal fails after 60 days from the date of treatment and coverage has terminated, retreatment will not be covered. Restorative work is a separate procedure and is not covered after termination.

5.3.5 Extractions

Post-operative visit for extractions performed prior to termination will be covered for 60 days from the date of the extraction. Extractions are considered a separate procedure from prosthetic procedures. If a member has teeth extracted in preparation for a prosthetic device, but coverage terminates prior to the final impressions, the prosthetic device will not be covered.

5.4 HOSPITAL AND OTHER FACILITY CARE

Services may be provided in a hospital only when:

- a. A hospital setting is dentally necessary
- b. The services are authorized, in writing, in advance by the network

Hospital facility charges are not a covered benefit.

5.5 REFERRED DENTAL CARE

If a network dentist refers a member to an outside specialist to obtain services that are covered under the Plan, the member is only responsible to pay the member copayments as shown in section 15 and any applicable service charges.

However, the Plan does not cover treatment that is not authorized by a network dentist. Members are responsible for any additional charges by the outside dentist or specialist for procedures other than those specifically authorized by a network dentist.

5.6 EMERGENCIES

If there is an emergency, members should call their network provider to schedule an emergency appointment. Members are responsible for the applicable office visit copayment as shown in section 15 if emergency services are received within network office hours. For after hour emergencies, members are subject to a separate after hours copayment in addition to the applicable emergency office visit copayment.

Most network offices are open 7:00 a.m. to 6:00 p.m., Monday through Friday and select Saturdays.

5.7 OUT OF AREA EMERGENCIES

Members who are not able to get to a network provider while traveling at least 50 miles from a network office may go to any licensed dentist to obtain treatment. The maximum amount of reimbursement is \$100 per visit less any applicable copayments. Claims for out of area emergency treatment by an outside dentist must be paid in full by the member and then be sent to the network for reimbursement (see section 10.1).

For after-hours emergencies, members are also subject to a separate after hour emergency care copayment.

SECTION 6. ORTHODONTIC BENEFIT

6.1 ORTHODONTIC BENEFITS

Orthodontic treatment started prior to enrolling for coverage will be pro-rated according to the extent of orthodontic services provided by a network dentist to complete the treatment plan. No benefits will be paid for services provided before coverage begins under the Plan.

Orthodontic services as described below will be provided by a network dentist or a specialist when a treatment plan is prepared by a network dentist prior to rendering services. The treatment plan is based on an examination that must take place while the member is covered under the Plan.

Services connected with orthodontic treatment will be provided subject to the copayments listed in section 15. There are no limitations to the length of orthodontic treatment provided the member remain covered under the contract. Once active treatment ends, there will be no additional orthodontic service co-payments for 3 years provided that the post-treatment plan is followed and appointments are kept.

Appliances (including, but not limited to, headgear or retainers) will not be covered under the Plan unless some or all of the prior orthodontic treatment was provided under the Plan. No benefits will be provided for appliances being replaced. If coverage under the contract ends before orthodontic treatment is completed, there may be additional charges for orthodontic services provided after the termination or change in dental coverage. Continuing orthodontic treatment will be pro-rated based on fee-for-service rates. If orthodontic coverage terminates before the end of the prescribed treatment period, benefits will continue through the end of the month in which the orthodontic coverage was terminated. See section 7 for additional exclusions.

SECTION 7. EXCLUSIONS

In addition to the limitations and exclusions described elsewhere in the Plan, the following services, procedures and conditions are not covered, even if otherwise dentally necessary, if they relate to a condition that is otherwise covered by the Plan, or if recommended, referred, or provided by a dentist or dental care provider.

Accidental Injury

Services that are provided for accidental injury to natural teeth more than 12 months after the date of the accident

Anesthesia or Sedation

Conscious sedation and general anesthesia

Athletic Activities

Including any injuries sustained while practicing for or competing in a professional or semiprofessional athletic contest. Semiprofessional athletics means an athletic activity for gain or pay that requires an unusually high level of skill and substantial time commitment from the participants, who are nevertheless not engaged in the activity as a full-time occupation.

Benefits Not Stated

Services or supplies not specifically described in this handbook as covered services

Cast Dowel Posts

Claims Not Submitted Timely

Claims for out-of-area emergencies submitted more than 6 months after the date of service

Congenital or Developmental Malformations

Including treatment of cleft palate, maxillary and/or mandibular (upper and lower jaw) malformations, enamel hypoplasia, ectodental dysplasia and fluorosis (discoloration of teeth).

Cosmetic Services

Including bleaching

Experimental or Investigational Procedures

Including expenses incidental to or incurred as a direct consequence of such procedures

Facility Fees

Including additional fees charged by the dentist for hospital, extended care facility or home care treatment (see section 5.4 for exceptions)

Federal, State or Governmental Program

Coverage provided by any federal, state or governmental program, except where required by law (e.g., cases of emergency or for coverage provided by Medicaid)

Full-Mouth Reconstruction

Habit-Breaking or Stress-Breaking Appliances

Illegal Acts, Riot or Rebellion, War

Services and supplies for treatment of an injury or condition caused by or arising out of a member's voluntary participation in a riot or arising directly from an illegal act. This includes any expense caused by, arising out of, or related to war, whether or not declared, including civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force, or usurped power, by any government, military or other authority

Implants (removal or placement)

Inmates

Services and supplies a member receives while in the custody of any state or federal law enforcement authorities or while in jail or prison

Intentionally Self-Inflicted Injuries

The fact that a member may be under the influence of any chemical substance shall not be considered a limitation on the ability to form the intent specified in this exclusion.

Materials Not Approved by the American Dental Association

Medications and Supplies

Unless otherwise covered in section 15

Never Events

Services and supplies related to never events, which are events that should never happen while receiving services in a dental office, including removing a non-diseased tooth structure or performing a procedure on the wrong patient or wrong tooth.

Occupational Injury or Disease

Including any arising out of self-employment

OSHA Requirements

Charges incurred to comply with Occupational Safety and Health Administration (OSHA) requirements

Orthognathic Surgery

Precision Attachments and Other Special Techniques

Rebuilding or Maintaining Chewing Surface; Stabilizing Teeth

Including splints, occlusal guards, nightguards and other appliances used to increase vertical dimension and restore bite

Repair and Replacement

Replacement of lost, missing, or stolen dental appliances and replacement of dental appliances that are damaged due to abuse, misuse or neglect are not covered. Replacement of an existing denture, crown, inlay, onlay or other prosthetic appliance is covered if the appliance is more than five years old and replacement is dentally necessary. Exceptions to replacement limitations may

EXCLUSIONS

be made for a member under age 19 in the case of acute trauma or catastrophic illness affecting the oral condition and resulting in additional tooth loss.

Restorations on Posterior Teeth

Veneers on posterior teeth

Self Treatment

Services provided by a member to herself or himself

Services Not Provided by a Dental Provider

Charges by any person other than a licensed dentist, licensed denturist or licensed hygienist

Service Related Conditions

Treatment of any condition caused by or arising out of a member's service in the armed forces of any country or as a military contractor or from an insurrection or war, unless not covered by the member's military or veterans coverage.

Services Otherwise Available

Charges that would not have been made, or that members would have had no obligation to pay in the absence of coverage under the Plan.

Taxes

Third Party Liability Claims

Services and supplies for treatment of illness or injury for which a third party is or may be responsible, to the extent of any recovery received from or on behalf of the third party (see section 10.3.2)

TMJ

Treatment of any disturbance of the temporomandibular joint (TMJ)

Treatment Before Coverage Begins

Treatment Not Dentally Necessary

Including services:

- a. Not established as necessary for the treatment or prevention of a dental injury or disease otherwise covered under the Plan
- b. That are inappropriate with regard to standards of good dental practice
- c. With poor prognosis

Treatment with Multiple Visits

If started or ordered before coverage effective date or installed or delivered more than 60 days after coverage has ended.

Tumor Related Services

Unless otherwise covered in section 15

SECTION 8. ELIGIBILITY

The date a person becomes eligible may be different than the date coverage begins (see section 9.5).

8.1 SUBSCRIBER

A person is eligible to enroll in the Plan if he or she:

- a. Is a permanent documented full time employee, sole proprietor, owner, business partner, or corporate officer of the Group
- b. Is not a leased, seasonal, substitute, or temporary employee, or an agent, consultant, or independent contractor
- c. Is paid on a regular basis through the payroll system, has federal taxes deducted from such pay, and is reported to Social Security
- d. works for the Group on a regularly scheduled basis the minimum of hours required by the Collective Bargaining Agreement
- e. Has satisfied any orientation and/or eligibility waiting period

Subscribers are eligible to remain enrolled if they are on an approved leave of absence under state or federal family and medical leave laws.

8.2 DEPENDENTS

A subscriber's legal spouse or domestic partner is eligible for coverage. A subscriber's children are eligible until their 26th birthday. Children eligible due to a court or administrative order are also subject to the Plan's child age limit.

Please Note:
The Group offers same gender and opposite gender domestic partner coverage.

For purposes of determining eligibility, the following are considered "children":

- a. The biological or adopted child of a subscriber or a subscriber's spouse or domestic partner
- b. Children placed for adoption with a subscriber. Adoption paperwork must be provided
- c. Children of a covered dependent child, until the dependent child is no longer eligible under the Plan
- d. Children related to a subscriber by blood or marriage for whom the subscriber is the legal guardian. A court order showing legal guardianship must be provided.

A subscriber's child who has sustained a disability rendering him or her physically or mentally incapable of self-support at even a sedentary level may be eligible for coverage even though he or she is over 26 years old. To be eligible, the child must be unmarried and principally dependent on the subscriber for support and have had continuous dental coverage. The incapacity must have arisen, and the information below must be received, before the child's 26th birthday. Social Security Disability status does not guarantee coverage under this provision. Delta Dental will determine eligibility based on commonly accepted guidelines. To avoid a break in coverage, it is

recommended that the following information be submitted to Delta Dental at least 45 days before the child's 26th birthday:

- a. Recent medical or psychiatric progress notes and evaluations, referrals or consult notes
- b. Relevant test results (e.g., lab, imaging, neuro-psychiatric testing, etc.)
- c. Relevant recent hospitalization records (e.g., history and physical, discharge summary) if applicable
- d. Disability information from prior carrier

Delta Dental will make an eligibility determination based on documentation of the child's medical condition. Periodic review by Delta Dental will be required on an ongoing basis except in cases where the disability is certified to be permanent.

8.3 QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMCSO)

The Plan will cover a child of an eligible employee who has a right to enrollment due to a qualified medical child support order (QMCSO). The Plan has detailed procedures for determining whether an order qualifies as a QMCSO. A copy of such procedures is available from the Group without charge.

The child's coverage under the Plan will be effective as of the first day of the month following the date that the Group determines that the applicable order qualifies as a QMCSO and that the child is eligible for enrollment in the Plan.

8.4 NEW DEPENDENTS

If a subscriber marries or registers a domestic partnership, the spouse or domestic partner and his or her children are eligible to enroll as of the date of the marriage or registration.

If a subscriber files an Affidavit of Domestic Partnership with the Group, the unregistered domestic partner and his or her children are eligible for coverage (see section 9.2).

A member's newborn child will automatically be enrolled for 31 days after birth. Adopted children are automatically enrolled for the first 31 days from the date of the adoption decree. If a child is placed with the subscriber pending the completion of adoption proceedings and the subscriber has assumed and retained a legal obligation for full or partial support of the child in anticipation of adoption, that child will be enrolled for the first 31 days from the date of placement. When a premium increase is required, an application and payment must be submitted within those 31 days. If payment is required but not received, the child will not be covered (see section 9.2).

A new dependent may cause a premium increase. Premiums will be adjusted accordingly and will apply during the first 31 days of coverage for newborn or adopted children.

8.5 ELIGIBILITY AUDIT

Delta Dental reserves the right to conduct audits to verify a member's eligibility, and may request documentation including but not limited to employee timecards, member birth certificates,

adoption paperwork, marriage certificates, domestic partnership registration and any other evidence necessary to document eligibility on the Plan.

8.6 RETIREMENT

8.6.1 Employee Eligibility

Those employees eligible for retirement under ORS 243.303 and the eligibility rules of the Oregon Public Employees Retirement System (PERS), will be allowed to continue the dental plan coverage after retirement as long as application for enrollment is made within 60 days of the effective date of retirement. Benefits and coverage will be the same as for active employees.

8.6.2 Dependent Eligibility

If a dependent is carried on a member's insurance immediately prior to the member's retirement, the dependent is allowed to continue on the member's insurance during retirement. If a dependent chooses not to enroll at the time of the employee's retirement, the dependent's coverage will end and the dependent may not re-enroll at a later date. New dependent(s) acquired after an employee's retirement date are eligible to enroll on the plan as long as application for enrollment is made within 31 days of first becoming eligible for coverage. New dependent(s) who do not enroll upon initial eligibility will not be allowed to enroll at a future date.

8.6.3 When Retiree Eligibility Ends

Eligibility for a retiree will end on the last day of the month in which he or she:

- a. Dies;
- b. Reaches age 65;
- c. Voluntarily terminates enrollment for him or herself and all enrolled dependents;
- d. Or, just prior to the month in which the retiree becomes eligible for Medicare.

Eligibility for a spouse will end on the last day of the month in which:

- a. A decree of divorce is final (may then be eligible for COBRA continuation);
- b. He/she voluntarily terminates enrollment, either individually or through the retiree;

Eligibility for a dependent child will end on the last day of the month in which the child:

- a. Is no longer eligible according to the terms of the contract;
- b. Voluntarily terminates enrollment, either individually or through the retiree.

A retiree, his or her spouse, and/or dependent child(ren) who voluntarily terminate coverage may not re-enroll.

Refer to Continuation of Dental Coverage section of the Benefit Handbook for COBRA and portability information.

SECTION 9. ENROLLMENT

9.1 ENROLLING ELIGIBLE EMPLOYEES

A complete and signed application for the eligible employee and any dependents to be enrolled must be filed with the Group within 31 days of becoming eligible to apply for coverage.

An employee who is also a dependent of another employee, still must be enrolled as an employee. No employee may be enrolled solely as a dependent of another employee.

The subscriber must notify the Group and Delta Dental of any change of address.

9.2 ENROLLING NEW DEPENDENTS

To enroll a new dependent, a complete and signed application and, when applicable, a marriage certificate, domestic partnership documentation, or adoption or placement for adoption paperwork must be submitted within 31 days of eligibility. The subscriber must notify the Group and Delta Dental if family members are added or dropped from coverage, even if it does not affect premiums.

9.3 OPEN ENROLLMENT

If an eligible employee and/or any eligible dependents are not enrolled within 31 days of first becoming eligible, they must wait for the next open enrollment period to enroll unless they meet one of the eligibility requirements described in section 9.4. Open enrollment occurs once a year at renewal.

9.4 SPECIAL ENROLLMENT RIGHTS

The special enrollment rights described in sections 9.4.1 and 9.4.2 apply:

- a. To an eligible employee who loses other coverage or becomes eligible for a premium assistance subsidy
- b. To a subscriber's dependent who loses other coverage or becomes eligible for a premium assistance subsidy
- c. To both an eligible employee and his or her dependent if neither is enrolled under the Plan, and either loses other coverage or becomes eligible for a premium assistance subsidy

To enroll, an eligible employee must submit a complete and signed application within the required timeframe.

9.4.1 Loss of Other Coverage

If coverage is declined when initially eligible or at an open enrollment period because of other dental coverage, an eligible employee or any dependents may enroll in the Plan outside of the open enrollment period if the following criteria are met:

- a. He or she was covered under a group dental plan or had dental coverage at the time coverage was previously offered
- b. He or she stated in writing at such time that coverage under a group dental plan or dental coverage was the reason enrollment was declined
- c. He or she requests such enrollment not later than 31 days after the previous coverage ended (except for event iv. below, which allows up to 60 days)
- d. One of the following events has occurred:
 - i. His or her prior coverage was under a COBRA continuation provision and the coverage under such provision was exhausted
 - ii. His or her prior coverage was terminated as a result of loss of eligibility for the coverage. Examples of when coverage under a plan may be lost include:
 - A. legal separation or divorce
 - B. loss of dependent status per plan terms
 - C. death
 - D. termination of employment
 - E. reduction in the number of hours of employment
 - F. reaching the lifetime maximum on all benefits
 - G. the plan ceasing to offer coverage to a group of similarly situated persons
 - H. moving out of an HMO service area that results in termination of coverage and no other option is available under the plan
 - I. termination of the benefit packet option, and no substitute option is offered
 - iii. The employer contributions toward his or her other coverage were terminated. (If employer contributions cease, the eligible employee or dependent does not have to terminate coverage under the prior plan to be eligible for special enrollment.)
 - iv. His or her prior coverage was under Medicaid or a children's health insurance program (CHIP) and such coverage was terminated due to loss of eligibility. Special enrollment must be requested within 60 days of the termination.

9.4.2 Eligibility for Premium Subsidy

If an eligible employee or dependent covered under Medicaid or CHIP becomes eligible for a premium assistance subsidy, and special enrollment is requested within 60 days of the determination of eligibility, he or she may enroll in the Plan outside of the open enrollment period.

9.4.3 New Dependents

An eligible employee and spouse or domestic partner and children will also have special enrollment rights if they are not enrolled at the time of the event that caused the eligible employee to gain a new dependent (e.g., marriage, domestic partnership, birth, adoption, or placement for adoption.)

9.5 WHEN COVERAGE BEGINS

Coverage begins on the first day of the month following the date of hire. When the new dependent results from marriage, coverage is effective on the day of marriage. When the new dependent results from domestic partnership, coverage is effective on the date the Declaration of Domestic Partnership is registered, or the Affidavit of Domestic Partnership is filed. Newborn

children are eligible to begin coverage on the date of their birth, adopted children or children placed for adoption are eligible to begin coverage on the date of adoption or placement, court ordered coverage is effective on the date specified by the court order, or if the subscriber is enrolled under a Collective Bargaining Agreement which states otherwise.

Coverage for those enrolling during open enrollment begins on the date the Plan renews. All other plan provisions will apply. Coverage under special enrollment will begin on the first day of the month following loss of coverage as defined in 9.4.1 or a loss of premium subsidy as defined in 9.4.2.

The necessary premium must also be paid for coverage to become effective.

9.6 WHEN COVERAGE ENDS

When the subscriber's coverage ends, coverage for all enrolled dependents also ends.

9.6.1 Termination of the Group Plan

Coverage ends for the Group and members on the date the Plan ends.

9.6.2 Termination by Subscriber

A subscriber may terminate his or her coverage, or coverage for any enrolled dependent, by giving Delta Dental written notice through the Group, unless the coverage election is considered irrevocable for the plan year (such as when employee share of the premium is withheld from his or her paycheck on pretax basis). Coverage ends on the last day of the month through which premiums are paid.

9.6.3 Death

If a subscriber dies, coverage for any enrolled dependents ends on the last day of the month in which the death occurs. Enrolled dependents may extend their coverage if the requirements for continuation of coverage are met (see section 13). The Group must notify Delta Dental of any continuation of coverage and appropriate premiums must be paid along with the Group's regular monthly payment.

9.6.4 Loss of Eligibility, Layoff or Leave of Absence

Coverage ends on the last day of the month in which employment ends, unless a member chooses to continue coverage (see section 13).

If a subscriber is laid off and returns to active work within 18 months of being laid off, he or she and any eligible dependents may enroll in the Plan on the date of rehire and coverage will begin on the first of the month following that date.

If a subscriber experiences a loss of eligibility due to a qualifying leave of absence, as defined by the specific working agreement, he or she and any previously enrolled dependents may re-enroll in the group plan upon the subscriber's return to work in a qualifying position. Coverage will begin the first day of the month in which the subscriber returns to work in the qualifying position, as defined by the specific working agreement.

All plan provisions will resume at re-enrollment whether or not there was a lapse in coverage. Upon re-enrollment in the Plan, any waiting period required by the Plan will not have to be re-served.

The Group must notify Delta Dental that the subscriber has been rehired following a layoff or that the subscriber's hours have been increased, and the necessary premiums for coverage must be paid.

9.6.5 Termination by the Network

Coverage may terminate if the network has documented good cause for termination, such as an inability to establish or maintain a patient/provider relationship between a member and a network dentist at locations reasonably accessible to the member. Coverage will end on the last day of the month following a 30-day written notice from Delta Dental.

9.6.6 Loss of Eligibility by Dependent

Coverage ends for an enrolled spouse on the last day of the month in which a decree of divorce or annulment is entered (regardless of any appeal), and for an enrolled domestic partner on the last day of the month in which a judgment of dissolution or annulment of the domestic partnership has been entered or that the partnership no longer meets the requirements of the Affidavit of Domestic Partnership. Coverage ends for an enrolled child on the last day of the month in which the child reaches age 26.

Enrolled dependents have the right to continue coverage in their own names when their coverage under the Plan ends.

9.6.7 Rescission

Delta Dental may rescind a member's coverage back to the effective date, or deny claims at any time for fraud, material misrepresentation, or concealment by a member or the Group, which may include but is not limited to enrolling ineligible persons on the Plan, falsifying or withholding documentation or information that is the basis for eligibility or employment and falsification or alteration of claims. Delta Dental reserves the right to retain premium paid as liquidated damages, and the Group and/or member shall be responsible for the full balance of any benefits paid. Should Delta Dental terminate coverage under this section, Delta Dental may, to the extent permitted by law, deny future enrollment of the members under any Delta Dental policy or contract or the contract of our affiliates.

9.6.8 Continuing Coverage

Information is in Continuation of Dental Coverage (section 13).

SECTION 10. CLAIMS ADMINISTRATION & PAYMENT

10.1 SUBMISSION AND PAYMENT OF CLAIMS

When a member sees a Willamette Dental dentist, all of the paperwork takes place at the dentist's office and there is no need to submit claims.

Claims for out of area emergency treatment by an outside dentist must be paid in full by the member and then be sent to the following address for reimbursement.

Willamette Dental Group
Attention: Administrative Application Specialist
6950 NE Campus Way
Hillsboro, OR 97124

If a claim form is submitted, it must be completely filled out and signed by the member and the outside dentist. An itemized statement from the outside dentist must also be included. The network has the right to request additional information from the outside dentist needed to process the claim. No reimbursement will be provided unless the requested information is received. All claims must be submitted within 6 months of the date of service. Claims submitted by Medicaid must be sent to Delta Dental within 3 years after the date the expense was incurred.

10.2 APPEALS

A member with questions or concerns regarding a decision, action, or statement by a network dentist should discuss with the network dentist at the time of the appointment. If the member remains dissatisfied after the discussion, he or she may submit a first level appeal to the network's Member Services Department.

10.2.1 Time Limit for Submitting Appeals

Members have **180 days** from the date of an adverse benefit determination to submit an initial written appeal. If an appeal is not submitted within the timeframes outlined in this section, the rights to the appeal process will be lost.

10.2.2 The Appeal Process

The Plan has a 2-level internal appeal process.

The timelines addressed in the section below do not apply when the member does not reasonably cooperate or circumstances beyond the control of either party prevents that party from complying with the standards set (but only if the party who is unable to comply gives notice of the specific circumstances to the other party when the circumstances arise).

Upon request, and free of charge, the member may have reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits.

10.2.3 First Level Appeals

Before filing an appeal, it may be possible to resolve a dispute with a phone call to the Member Services Department. Otherwise, an appeal must be submitted in writing to the following address: Willamette Dental Group, 6950 NE Campus Way, Hillsboro, OR, 97124. If necessary, the Member Services Department can provide assistance filing an appeal. Written comments, documents, records, and other information relating to the appeal may be submitted. The appeal will be reviewed by persons who were not previously involved in the original determination.

The investigation of an appeal of an adverse benefit determination will be completed within 30 days of receipt of the appeal.

If applicable, the written notice will include information on the right to a second level appeal.

10.2.4 Second Level Appeals

A member who disagrees with the decision regarding the first level appeal may request a review of the decision. A second level appeal must be submitted in writing within 60 days of the date of the action on the first level appeal.

Investigations and responses to a second level appeal will be by persons who were not involved in the initial determinations. The member will have the option to submit written comments, documents, records and other information related to the case that were not previously submitted.

The member will be notified in writing of the decision within 30 days of receipt of the appeal, including the basis for the decision.

10.3 BENEFITS AVAILABLE FROM OTHER SOURCES

Sometimes dental expenses may be the responsibility of someone other than Delta Dental.

10.3.1 Coordination of Benefits (COB)

This provision applies when a member has dental coverage under more than one plan. A complete explanation of COB is in section 11.

10.3.2 Third Party Liability

A member may have a legal right to recover benefit or dental care costs from a third party as a result of an injury for which benefits were provided by a network provider.

The Plan does not cover benefits for which a third party may be legally liable. Because recovery from a third party may be difficult and take a long time, as a service to the member, the network will provide benefits to a member based on the understanding and agreement the network is entitled to be reimbursed for any benefits that it provides that are associated with any injury and are or may be recoverable from a third party, as defined below.

The member agrees that the network has the rights described in section 10.3.2. The network may seek recovery under one or more of the procedures outlined in this section. The member agrees to do whatever is necessary to fully secure and protect, and to do nothing to prejudice, the network's right of recovery or subrogation as discussed in this section. The network has discretion to interpret and construe these recovery and subrogation provisions.

10.3.2.1 Definitions

For purposes of section 10.3.2, the following definitions apply:

Benefits means those covered services available under the terms of the Plan and provided by the network, or submitted to the network for payment to or on behalf of a member.

Recovery Funds means any amount recovered from a third party.

Third Party means any person or entity responsible for the injury, or the aggravation of an injury, of the member. Third party includes any insurer of such person or entity, including different forms of liability insurance, or any other form of insurance that may pay money to or on behalf of the member including uninsured motorist coverage, under-insured motorist coverage, premises med-pay coverage, personal injury protection (PIP) coverage, and workers' compensation insurance.

Third Party Claim means any claim, lawsuit, settlement, award, verdict, judgment, arbitration decision or other action against a third party (or any right to such an action) by or on behalf of a member.

10.3.2.2 Subrogation

Upon provision of services by the network, the network has the right to pursue the third party in its own name, or in the name of the member. The member shall do whatever is necessary to secure such rights and do nothing to prejudice them. The network is entitled to all subrogation rights and remedies under common and statutory law, as well as under the Plan.

10.3.2.3 Right of Recovery

In addition to its subrogation rights, the network may, at its sole discretion and option, require a member, and his or her attorney, if any, to protect its recovery rights. The following rules apply:

- a. The member holds any rights of recovery against the third party in trust for the network, but only for the amount of benefits provided for that injury.
- b. The network is entitled to receive the value of benefits it has provided for an injury out of any settlement or judgment that results from exercising the right of recovery against the third party. This is so whether or not the third party admits liability or claims that the member is also at fault. In addition, the network is entitled to receive the value of benefits it has paid whether the dental care expenses are itemized or expressly excluded in the third party recovery.
- c. If the network requires the member and his or her attorney to protect its recovery rights under this section, then the member may subtract from the money to be paid back to the network a proportionate share of reasonable attorney fees as an expense for collecting from the other party.

- d. This right of recovery includes the full amount of the benefits provided by the network, out of any recovery made by the member from the third party, including, without limitation, any and all amounts from the first dollars paid or payable to the member (including his or her legal representatives, estate or heirs, or any trust established for the purpose of paying for the future income, care or dental expenses of the member), regardless of the characterization of the recovery, whether or not the member is made whole, or whether or not any amounts are paid or payable directly by the third party, an insurer or another source. The network's recovery rights will not be reduced due to the member's own negligence.
- e. If it is reasonable to expect that the member will incur future expenses for which benefits might be provided by the network, the member shall seek recovery of such future expenses in any third party claim.
- f. In third party claims involving the use or operation of a motor vehicle, the network, at its sole discretion and option, is entitled to seek reimbursement under the personal injury protection statutes of the state of Oregon, including ORS 742.534, ORS 742.536, or ORS 742.538, or under applicable state law.

10.3.2.4 Additional Provisions

Members comply with the following and agree that the network may do one or more of the following at its discretion:

- a. The member shall cooperate with the network to protect its recovery rights, including by:
 - i. Signing and delivering any documents the network reasonably requires to protect its rights, including a Third Party Questionnaire and Agreement. If the member has retained an attorney, then the attorney must also sign the agreement. The Plan will not be required to pay benefits until the agreement is properly signed and returned
 - ii. Providing any information to the network relevant to the application of the provisions of section 10.3.2, including all information available to the member, or any representative or attorney representing the member, relating to the potential third party claim. This may include dental information, settlement correspondence, copies of pleadings or demands, and settlement agreements, releases or judgments
 - iii. Notifying the network of the potential third party claim for which the network may provide benefits
 - iv. Taking such actions as the network may reasonably request to assist it in enforcing its third party recovery rights
- b. The member and his or her representatives are obligated to notify the network in advance of any claim (written or oral) and/or any lawsuit made against a third party seeking recovery of any damages from the third party, whether or not the member is seeking recovery of benefits provided by the network from the third party

- c. By accepting benefits from the network, the member agrees that it has the right to intervene in any lawsuit or arbitration filed by or on behalf of a member seeking damages from a third party.
- d. The member agrees that the network may notify any third party, or third party's representatives or insurers, of its recovery rights described in section 10.3.2.
- e. Even without the member's written authorization, the network may release to, or obtain from, any other insurer, organization or person, any information it needs to carry out the provisions of section 10.3.2.
- f. Section 10.3.2 applies to any member for whom benefits are provided whether or not the event giving rise to the member's injuries occurred before the member became covered under the Plan.
- g. If the member continues to receive treatment for an injury after obtaining a settlement or recovery from a third party, the network will provide benefits for the continuing treatment of that injury only to the extent that the member can establish that any sums that may have been recovered from the third party have been exhausted.
- h. If the member or the member's representatives fail to do any of the above mentioned acts, then the network has the right to suspend benefits, or to recover any benefits it has advanced, for any injury or dental condition resulting from the event giving rise to, or the allegations in, the third party claim.
- i. Coordination of benefits (where the member has dental coverage under more than one plan or health insurance policy) is not considered a third party claim.

SECTION 11. COORDINATION OF BENEFITS

Coordination of Benefits (COB) occurs when a member has dental coverage under more than one plan.

11.1 DEFINITIONS

For purposes of this section, the following definitions apply:

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

Plan includes:

- a. Group or individual insurance contracts and group-type contracts
- b. HMO (health maintenance organization) coverage
- c. Coverage under a labor-management trustee plan, a union welfare plan, an employer organization plan or an employee benefits plan
- d. Medicare or other government programs, other than Medicaid, and any other coverage required or provided by law
- e. Other arrangements of insured or self-insured group or group-type coverage

Plan does not include:

- a. Fixed indemnity coverage
- b. Accident-only coverage
- c. Specified disease or specified accident coverage
- d. School accident coverage
- e. Medicare supplement policies
- f. Medicaid policies
- g. Coverage under other federal governmental plans, unless permitted by law

Each contract or other arrangement for coverage described above is a separate plan. If a plan has 2 parts and COB rules apply to only one of the 2, each of the parts is treated as a separate plan.

Complying plan is a plan that complies with these COB rules.

Non-complying plan is a plan that does not comply with these COB rules.

Claim means a request that benefits of a plan be provided or paid.

Allowable expense means a dental expense, including cost sharing, that is covered at least in part by any plan covering the member. When a plan provides benefits in the form of a service rather than cash payments, the reasonable cash value of the service will also be considered an allowable expense and a benefit paid. An expense that is not covered by any plan covering the

member is not an allowable expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a member is not an allowable expense.

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

- a. The amount of the reduction by the primary plan because a member has failed to comply with the plan provisions concerning second opinions or prior authorization, or because the member has a lower benefit due to not using an in-network provider
- b. Any amount in excess of the highest reimbursement amount for a specific benefit, if a member is covered by 2 or more plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology
- c. Any amount in excess of the highest of the negotiated fees, if a member is covered by 2 or more plans that provide benefits or services on the basis of negotiated fees
- d. If a member is covered by one plan that calculates its benefits on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another plan that provides its benefits on the basis of negotiated fees, the primary plan's arrangement shall be the allowable expense for all plans. However, if the provider has contracted with the secondary plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the primary plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the allowable expense used by the secondary plan to determine its benefits.

This Plan is the part of this policy that provides benefits for dental expenses to which the COB provision applies and which may be reduced because of the benefits of other plans. Any other part of the policy providing dental benefits is separate from this Plan. A policy may apply one COB provision to certain benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

Closed panel plan is a plan that provides dental benefits to covered persons primarily in the form of services through a network of providers that have contracted with or are employed by the plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by an in-network provider. This Plan is a closed panel plan.

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

11.2 How COB WORKS

If the member is covered by another plan or plans, the benefits under this Plan and the other plan(s) will be coordinated. This means one plan pays its full benefits first, then any other plans pay. The order of benefit determination rules govern the order in which each plan will pay a claim for benefits.

The **primary plan** (the plan that pays benefits first) pays the benefits that would be payable under its terms in the absence of this provision.

The **secondary plan** (the plans that pay benefits after the primary plan) will reduce the benefits it pays so that payments from all plans do not exceed 100% of the total allowable expense.

This Plan will coordinate with a plan that is “excess” or “always secondary” or that uses order of benefit determination rules that are inconsistent with those contained in OAR 836-020-0770 to 836-020-0805 (non-complying plan) on the following basis:

- a. If this Plan is primary, it will provide its benefits first.
- b. If this Plan is secondary and the non-complying plan does not provide its primary payment information within a reasonable time after it is requested to do so, this Plan will assume that the benefits of the non-complying plan are identical to this Plan’s benefits. This Plan will provide its benefits first, but the amount of the benefits payable shall be determined as if this Plan were the secondary plan.
- c. If the non-complying plan reduces its benefits so that the member receives less in benefits than he or she would have received had this Plan provided its benefits as the secondary plan and the non-complying plan provided its benefits as the primary plan, then this Plan shall advance additional benefits equal to the difference between the amount that was actually paid and the amount that should have been paid if the non-complying plan had not improperly reduced its benefits. Additional payment will be limited so that this Plan will not pay any more than it would have paid if it had been the primary plan. In consideration of such an advance, this Plan shall be subrogated to all rights of the member against the non-complying plan.

11.3 ORDER OF BENEFIT DETERMINATION (WHICH PLAN PAYS FIRST?)

The first of the following rules that applies will govern:

- a. **Non-dependent/Dependent.** If a plan covers the member as other than a dependent, for example, an employee, member of an organization, primary insured, or retiree, then that plan will determine its benefits before a plan which covers the member as a dependent.
- b. **Dependent Child/Parents Married or Living Together.** If the member is a dependent child whose parents are married or are living together whether or not they have ever been married or domestic partners, the plan of the parent whose birthday falls earlier in the calendar year is the primary plan. If both parents' birthdays are on the same day, the plan that has covered the parent the longest is the primary plan. (This is called the ‘Birthday Rule’.)
- c. **Dependent Child/Parents Separated or Divorced or Not Living Together.** If the member is a dependent child of divorced or separated parents, or parents not living together whether or not they have ever been married or domestic partners, then the following rules apply:
 - i. If a court decree states that one of the parents is responsible for the healthcare expenses of the child, and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to plan years commencing after the plan is given notice of the court decree.

- ii. If a court decree states that both parents are responsible for the healthcare expenses of the child, or that the parents have joint custody without specifying that one parent is responsible, the 'birthday rule' described above applies.
- iii. If there is not a court decree allocating responsibility for the child's healthcare expenses, the order of benefits is as follows: The plan covering the
 - A. Custodial parent
 - B. Spouse or domestic partner of the custodial parent
 - C. Non-custodial parent
 - D. Spouse or domestic partner of the non-custodial parent
- d. **Dependent Child Covered by Individual Other than Parent.** For a dependent child covered under more than one plan of persons who are not the parents of the child, the first applicable provision (b. or c.) above shall determine the order of benefits as if those persons were the parents of the child.
- e. **Dependent Child Covered by Parent and Spouse/Domestic Partner.** For a dependent child covered under the plans of both a parent and a spouse/domestic partner, the length of coverage provision below shall determine the order of benefits. If coverage under either or both parents' plans and the spouse/domestic partner's plans began on the same day, the birthday rule will apply.
- f. **Active/Retired or Laid Off Employee.** The plan that covers a member as an active employee, that is, one who is neither laid off nor retired (or as that employee's dependent) determines its benefits before those of a plan that covers the member as a laid off or retired employee (or as that employee's dependent). If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of the benefits, this rule is ignored.
- g. **COBRA or State Continuation Coverage.** If a member whose coverage is provided under COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering the member as an employee, member of an organization, primary insured, or retiree or as a dependent of the same, is the primary plan and the COBRA or other continuation coverage is the secondary plan. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of the benefits, this rule is ignored.
- h. **Longer/Shorter Length of Coverage.** The plan that covered a member longer is the primary plan and the plan that covered the member for the shorter period of time is the secondary plan.
- i. **None of the Above.** If the preceding rules do not determine the order of benefits, the allowable expenses shall be shared equally between the plans. In addition, this Plan will not pay more than it would have paid had it been the primary plan.

11.4 EFFECT ON THE BENEFITS OF THIS PLAN

In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other dental coverage and apply that calculated amount to any allowable expense under its plan that is unpaid by the primary plan. The secondary plan shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of other dental coverage.

If the primary plan is a closed panel plan and the member uses an out-of-network provider, the secondary plan shall provide benefits as if it were the primary plan, except for emergency services or authorized referrals that are paid or provided by the primary plan.

SECTION 12. MISCELLANEOUS PROVISIONS

12.1 RIGHT TO COLLECT AND RELEASE NEEDED INFORMATION

In order to receive benefits, the member must give or authorize a provider to give Willamette Dental any information needed to pay benefits. Delta Dental or Willamette Dental may release to or collect from any person or organization any needed information about the member.

12.2 CONFIDENTIALITY OF MEMBER INFORMATION

Keeping a member's protected health information confidential is very important to Delta Dental. Protected health information includes enrollment, claims, and medical and dental information. Delta Dental uses such information internally for claims payment, referrals and authorization of services, and business operations such as case management and quality management programs. Delta Dental does not sell this information. The Notice of Privacy Practices provides more detail about how Delta Dental uses members' information. A copy of the notice is available on the Moda Health website by following the HIPAA link or by calling 503-243-4492.

12.3 TRANSFER OF BENEFITS

Only members are entitled to benefits under the Plan. These benefits are not assignable or transferable to anyone else. Any attempted assignment or transfer will not be binding on Delta Dental.

12.4 CORRECTION OF PAYMENTS

If benefits that this Plan should have paid are instead paid by another plan, this Plan may reimburse the other plan. Amounts reimbursed are plan benefits and are treated like other plan benefits in satisfying the Plan's liability.

12.5 CONTRACT PROVISIONS

The policy with Delta Dental and the Group and this handbook plus any endorsements or amendments are the entire contract between the parties. No promises, terms, conditions or obligations exist other than those contained in the contract. This handbook and the policy plus any endorsements or amendments shall supersede all other communications, representations or agreements, either verbal or written between the parties. If any term, provision, agreement or condition is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12.6 WARRANTIES

All statements made by the Group or a member, unless fraudulent, are considered representations and not warranties. No statement made for the purpose of obtaining coverage will void the coverage or reduce benefits unless contained in a written form and signed by the Group or the member, a copy of which has been given to the Group or member or the member's beneficiary.

12.7 LIMITATION OF LIABILITY

Delta Dental shall incur no liability whatsoever to any member concerning the selection of dentists to provide services. In performing or contracting to perform dental service, such dentists shall be solely responsible and, in no case, shall Delta Dental be liable for the negligence of any dentist providing such services. Nothing contained in the Plan shall be construed as obligating Delta Dental to provide dental services.

12.8 PROVIDER REIMBURSEMENTS

Network dentists agree that they will accept fees in the amount established by the network as full payment for their services, except for the member's copayment responsibility and service charges and/or non-covered benefit fees as provided for in the Plan. Network dentists agree that their charges to members for covered services will not exceed the copayment amounts listed in section 15.

12.9 INDEPENDENT CONTRACTOR DISCLAIMER

Delta Dental and network dentists are independent contractors. Delta Dental and network dentists do not have a relationship of employer and employee nor of principal and agent. No relationship other than that of independent parties contracting with each other solely for the purpose of a network dentist's provision of dental care to Delta Dental members may be deemed or construed to exist between Delta Dental and network dentists. A network dentist is solely responsible for the dental care provided to any member, and Delta Dental does not control the detail, manner or methods by which a network dentist provides care.

12.10 No WAIVER

Any waiver of any provision of the Plan, or any performance under the Plan, must be in writing and signed by the waiving party. Any such waiver shall not operate as, or be deemed to be, a waiver of any prior or future performance or enforcement of that provision or any other provision. If Delta Dental delays in or fails to exercise any right, power or remedy provided in the Plan, including a delay or omission in denying a claim, that shall not waive Delta Dental's rights to enforce the provisions of the Plan.

12.11 GROUP IS THE AGENT

The Group is the members' agent for all purposes under the Plan. The Group is not the agent of Delta Dental.

12.12 GOVERNING LAW

To the extent the Plan is governed by state law, it shall be governed by and construed in accordance with the laws of the state of Oregon.

12.13 WHERE ANY LEGAL ACTION MUST BE FILED

Any legal action arising out of the Plan must be filed in either state or federal court in the state of Oregon.

12.14 TIME LIMITS FOR FILING A LAWSUIT

Any legal action arising out of, or related to, the Plan and filed against Delta Dental by a member or any third party must be filed in court no more than 3 years after the time the claim was filed (see section 10.1). All internal levels of appeal under the Plan must be exhausted before filing a legal action in court.

SECTION 13. CONTINUATION OF DENTAL COVERAGE

The following sections on continuation of coverage may apply. Members should check with the Group to find out whether or not they qualify for this coverage. Both subscribers and their dependents should read the following sections carefully.

13.1 OREGON CONTINUATION FOR SPOUSES & DOMESTIC PARTNERS AGE 55 AND OVER

13.1.1 Introduction

55+ Oregon Continuation only applies to employers with 20 or more employees. Delta Dental will provide 55+ Oregon Continuation coverage to those members who elect it, subject to the following conditions:

- a. Delta Dental will offer no greater rights than ORS 743B.343 to 743B.345 requires
- b. Delta Dental will not provide 55+ Oregon Continuation coverage for members who do not comply with the requirements outlined below
- c. The Group or its designated third party administrator is responsible for providing the required notices within the statutory time periods, including the notice of death and the election notice. If the Group or its designated third party administrator fails to notify the eligible spouse or domestic partner, premiums shall be waived from the date the notice was required until the date notice is received by the spouse or domestic partner. The Group shall be responsible for such premiums.

Note: In section 13.1 the term “domestic partner” refers only to a registered domestic partner, as defined in section 4.

13.1.2 Eligibility

The spouse or domestic partner of the subscriber may elect 55+ Oregon Continuation coverage for himself or herself and any enrolled dependents if the following requirements are met:

- a. Coverage is lost because of the death of the subscriber, dissolution of marriage or domestic partnership with the subscriber, or legal separation from the subscriber
- b. The spouse or domestic partner is 55 years of age or older at the time of such event
- c. The spouse or domestic partner is not eligible for Medicare

13.1.3 Notice and Election Requirements

Notice of Divorce, Dissolution, or Legal Separation. Within 60 days of legal separation or the entry of a judgment of dissolution of marriage or domestic partnership, a legally separated or divorced spouse or domestic partner who is eligible for 55+ Oregon Continuation and seeks such coverage shall give the Group or its designated third party administrator written notice of the legal separation or dissolution. The notice shall include his or her mailing address.

Notice of Death. Within 30 days of the death of the subscriber whose surviving spouse or domestic partner is eligible for 55+ Oregon Continuation, the Group shall give the designated third party administrator, if any, written notice of the death and the mailing address of the surviving spouse or domestic partner.

Election Notice. Within 14 days of receipt of the above notice (or within 44 days of the death of the subscriber if there is no third party administrator), the Group or its designated third party administrator shall provide notice to the surviving, legally separated or divorced spouse or domestic partner that coverage can be continued, along with an election form. If the Group or its designated third party administrator fails to provide this election notice within the required timeframe, premiums shall be waived until the date notice is received.

Election. The surviving, legally separated or divorced spouse or domestic partner must return the election form within 60 days after the form is mailed. Failure to exercise this election within 60 days of the notification shall terminate the right to continued benefits under this section.

13.1.4 Premiums

Monthly premiums for 55+ Oregon Continuation are limited to 102% of the premiums paid by a current subscriber. The first premium shall be paid by the surviving, legally separated or divorced spouse or domestic partner to the Group or its designated third party administrator within 45 days of the date of election. All remaining monthly premiums must be paid within 30 days of the premium due date.

13.1.5 When Coverage Ends

55+ Oregon Continuation will end on the earliest of any of the following events:

- a. Failure to pay premiums when due, including any grace period allowed by the Plan
- b. The date the Plan terminates unless a different group policy is made available to members
- c. The date the member becomes insured under any other group dental plan
- d. The date the member remarries or registers another domestic partnership
- e. The date the member becomes eligible for Medicare

13.2 COBRA CONTINUATION COVERAGE

13.2.1 Introduction

COBRA only applies to employers with 20 or more employees on 50% of the typical business days in the prior calendar year. Certain church plans are exempted from COBRA. Delta Dental will provide COBRA continuation coverage to members who have experienced a qualifying event and who elect coverage under COBRA, subject to the following conditions:

- a. Other than an exception for domestic partner coverage, Delta Dental will offer no greater COBRA rights than the COBRA statute requires
- b. Delta Dental will not provide COBRA coverage for members who do not comply with the requirements outlined below
- c. Delta Dental will not provide COBRA coverage if the COBRA Administrator fails to provide the required COBRA notices within the statutory time periods or if the COBRA Administrator otherwise fails to comply with any of the requirements outlined below
- d. Delta Dental will not provide a disability extension if the COBRA Administrator fails to notify Delta Dental within 60 days of its receipt of a disability extension notice from a member

For purposes of section 13.2, COBRA Administrator means either the Group or a third party administrator delegated by the Group to handle COBRA administration.

13.2.2 Qualifying Events

Subscriber. A subscriber may elect continuation coverage if coverage is lost because of termination of employment (other than termination for gross misconduct, which may include misrepresenting immigration status to obtain employment), or a reduction in hours.

Spouse. The spouse of a subscriber has the right to continuation coverage if coverage is lost for any of the following qualifying events:

- a. Death of the subscriber
- b. Termination of the subscriber's employment (for reasons other than gross misconduct) or reduction in the subscriber's hours of employment with the Group
- c. Divorce or legal separation from the subscriber
- d. The subscriber becomes entitled to Medicare

(Also, if a subscriber eliminates coverage for his or her spouse in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the later divorce or legal separation will be considered a qualifying event even though the ex-spouse lost coverage earlier. If the ex-spouse notifies the COBRA Administrator within 60 days of the later divorce or legal separation and can establish that the coverage was eliminated earlier in anticipation of the divorce or legal separation, then COBRA coverage may be available for the period after the divorce or legal separation.)

Children. A child of a subscriber has the right to continuation coverage if coverage is lost for any of the following qualifying events:

- a. Death of the subscriber
- b. Termination of the subscriber's employment (for reasons other than gross misconduct) or reduction in the subscriber's hours of employment with the Group
- c. Parents' divorce or legal separation
- d. Subscriber becomes entitled to Medicare
- e. Child ceases to be a "child" under the Plan

Domestic Partners. A domestic partner, who at the time of the qualifying event was covered under the Plan, can elect COBRA continuation coverage. Under the Plan, the domestic partner has the same rights to COBRA continuation coverage as a spouse does, unless otherwise stated. Where this COBRA section refers to divorce or legal separation, termination of domestic partnership would apply for domestic partners.

Retirees. If the Plan provides retiree coverage and the subscriber's former employer files a chapter 11 bankruptcy proceeding, this may be a qualifying event for the retiree who loses coverage as a result, and for his or her covered dependents.

13.2.3 Other Coverage

The right to elect continuation coverage shall be available to persons who are covered under another group dental plan at the time of the election.

13.2.4 Notice and Election Requirements

Qualifying Event Notice. A dependent member's coverage terminates as of the last day of the month in which a divorce or legal separation occurs (spouse's coverage is lost) or a child loses dependent status under the Plan (child loses coverage). Under COBRA, the subscriber or a family member has the responsibility to notify the COBRA Administrator if one of these events occurs by mailing or hand-delivering a written notice to the COBRA Administrator. The notice must include the following: 1) the name of the Group; 2) the name and social security number of the affected members; 3) the event (e.g. divorce); and 4) the date the event occurred. Notice must be given no later than 60 days after the loss of coverage under the Plan. If notice of the event is not given on time, continuation coverage will not be available.

Election Notice. Members will be notified of their right to continuation coverage within 14 days after the COBRA Administrator receives a timely qualifying event notice.

Otherwise, members will be notified by the COBRA Administrator of the right to elect COBRA continuation coverage within 44 days of any of the following events that result in a loss of coverage: the subscriber's termination of employment (other than for gross misconduct) or reduction in hours, death of the subscriber, the subscriber's becoming entitled to Medicare, or the Group files for Chapter 11 reorganization.

Election. A member must elect continuation coverage within 60 days after plan coverage ends, or, if later, 60 days after the COBRA Administrator sends notice of the right to elect continuation coverage to the member. If continuation coverage is not elected, group dental coverage will end.

A subscriber or the spouse may elect continuation coverage for eligible family members. However, each family member has an independent right to elect COBRA coverage. This means that a spouse or child may elect continuation coverage even if the subscriber does not.

If COBRA is elected, the Group will provide the same coverage as is available to similarly situated members under the Plan.

13.2.5 COBRA Premiums

Those eligible for continuation coverage do not have to show that they are insurable. However, they are responsible for all premiums for continuation coverage. The first payment for continuation coverage is due within 45 days after a member provides notice of electing coverage (this is the date the election notice is postmarked, if mailed, or the date the election notice is received by the COBRA Administrator if hand delivered). This payment must include the amount necessary to cover all months that have elapsed between the date regular coverage ended and the payment date. Subsequent payments are due on the first day of the month; however, there will be a grace period of 30 days to pay the premium. Delta Dental will not send a bill for any payments due. The member is responsible for paying the applicable premium, in good funds, when due; otherwise continuation coverage will end and may not be reinstated. The premium rate may include a 2% add-on to cover administrative expenses.

13.2.6 Length of Continuation Coverage

18-Month Continuation Period. In the case of a loss of coverage due to end of employment or a reduction of hours of employment, coverage generally may be continued for up to a total of 18 months.

36-Month Continuation Period. In the case of losses of coverage due to a subscriber's death, divorce or legal separation, or a child ceasing to be a dependent under the terms of the Plan, coverage under the Plan may be continued for up to a total of 36 months.

When the qualifying event is the end of employment or reduction of the subscriber's hours of employment, and the subscriber became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage under the Plan for members other than the subscriber who lose coverage as a result of the qualifying event can last up to 36 months after the date of Medicare entitlement. This COBRA coverage period is available only if the subscriber becomes entitled to Medicare within 18 months before the termination or reduction of hours.

Extended Period. In the case of loss of coverage due to the bankruptcy of the Group, coverage for the retired subscriber may be continued up to his or her death. Coverage for each dependent may be continued up to the dependent's death or 36 months after the retired subscriber's death, whichever is earlier.

13.2.7 Extending the Length of COBRA Coverage

If COBRA is elected, an extension of the maximum period of coverage may be available if a member is disabled or a second qualifying event occurs. The COBRA Administrator must be notified of a disability or a second qualifying event in order to extend the period of COBRA coverage. If the member fails to provide notice of a disability or second qualifying event, he or she will lose the right to extend the period of COBRA coverage.

Disability. If any of the members is determined by the Social Security Administration to be disabled, the maximum COBRA coverage period that results from a subscriber's termination of employment or reduction of hours may be extended to a total of up to 29 months. The disability must have started at some time before the 61st day after the subscriber's termination of employment or reduction of hours and must last at least until the end of the period of COBRA coverage that would be available without the disability extension (generally 18 months). Each member who has elected COBRA coverage will be entitled to the disability extension if one of them qualifies.

The disability extension is available only if the COBRA Administrator is notified in writing of the Social Security Administration's determination of disability within 60 days after the latest of:

- a. The date of the Social Security Administration's disability determination
- b. The date of the subscriber's termination of employment or reduction of hours
- c. The date on which the member loses (or would lose) coverage under the terms of the Plan as a result of the subscriber's termination or reduction of hours

A member must provide the COBRA Administrator a copy of the Social Security Administration's determination within the 18-month period following the subscriber's termination of employment or reduction of hours, and not later than 60 days after the Social Security Administration's determination was made. If the notice is not provided within this timeframe, then there will be no disability extension of COBRA coverage. The premiums for COBRA coverage may increase after the 18th month of coverage to 150% of the premiums.

If determined by the Social Security Administration to no longer be disabled, the member must notify the COBRA Administrator of that fact within 30 days after the Social Security Administration's determination.

Second Qualifying Event. An extension of coverage will be available to spouses and children who are receiving COBRA coverage if a second qualifying event occurs during the 18 months (or, in the case of a disability extension, the 29 months) following the subscriber's termination of employment or reduction of hours. The maximum amount of COBRA coverage available when a second qualifying event occurs is 36 months from the date of the first qualifying event. Such second qualifying events may include the death of a subscriber, divorce or legal separation from the subscriber, or a child's ceasing to be eligible for coverage as a dependent under the Plan. These events can be a second qualifying event only if they would have caused the member to lose coverage under the Plan if the first qualifying event had not occurred. (This extension is not available under the Plan when a subscriber becomes entitled to Medicare after his or her termination of employment or reduction of hours.)

This extension due to a second qualifying event is available only if the COBRA Administrator is notified in writing of the second qualifying event within 60 days after the date of the second qualifying event. If this notice is not provided to the COBRA Administrator during the 60-day notice period, then there will be no extension of COBRA coverage due to a second qualifying event.

Note: Longer continuation coverage may be available under Oregon Law for a subscriber's spouse or domestic partner age 55 and older who loses coverage due to the subscriber's death, or due to legal separation or dissolution of marriage or domestic partnership (see section 13.1).

13.2.8 Newborn or Adopted Child

If, during continuation coverage, a child is born to or placed for adoption with the subscriber, the child is considered an eligible member. The subscriber may elect continuation coverage for the child provided the child satisfies the otherwise applicable Plan eligibility requirements (e.g., age). The subscriber or a family member must notify the COBRA Administrator within 31 days of the birth or placement to obtain continuation coverage. If the subscriber or family member fails to notify the COBRA Administrator in a timely fashion, the child will not be eligible for continuation coverage.

13.2.9 Special Enrollment and Open Enrollment

Members under continuation coverage have the same rights as similarly situated members who are not enrolled in COBRA. A member may add children, spouses, or domestic partners as covered dependents in accordance with the Plan's eligibility and enrollment rules, including HIPAA special enrollment. If non-COBRA members can change plans at open enrollment, COBRA members may also change plans at open enrollment.

13.2.10 When Continuation Coverage Ends

COBRA coverage will automatically terminate before the end of the maximum period if:

- a. Any required premiums are not paid in full on time
- b. A member becomes covered under another group dental plan
- c. A member becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing COBRA. (However, if the qualifying event is the Group's bankruptcy, the member will not lose COBRA because of entitlement to Medicare benefits)
- d. The Group ceases to provide any group dental plan for its employees
- e. During a disability extension period (section 13.2.7), the disabled member is determined by the Social Security Administration to be no longer disabled (COBRA coverage for all members, not just the disabled member, will end)

COBRA coverage may also be terminated for any reason the Plan would terminate coverage of a member not receiving COBRA coverage (such as fraud).

Questions about COBRA should be directed to the COBRA Administrator. The COBRA Administrator should be informed of any address changes.

13.3 UNIFORMED SERVICES EMPLOYMENT & REEMPLOYMENT RIGHTS ACT (USERRA)

Coverage will terminate if a subscriber is called to active duty by any of the armed forces of the United States of America. However, if a subscriber requests to continue coverage under USERRA, coverage can be continued for up to 24 months or the period of uniformed service leave, whichever is shortest, if the subscriber pays any required contributions toward the cost of the coverage during the leave. If the leave is 30 days or less, the contribution rate will be the same as for active employees. If the leave is longer than 30 days, the required contribution will not exceed 102% of the cost of coverage.

If a subscriber does not elect continuation coverage under USERRA or if continuation coverage is terminated or exhausted, coverage will be reinstated on the first day he or she returns to active employment with the Group if released under honorable conditions, but only if he or she returns to active employment:

- a. On the first full business day following completion of military service for a leave of 30 days or less
- b. Within 14 days of completing military service for a leave of 31 to 180 days
- c. Within 90 days of completing military service for a leave of more than 180 days

Regardless of the length of the leave, a reasonable amount of travel time or recovery time for an illness or injury determined by the Veteran's Administration (VA) to be service connected will be allowed.

When coverage under the Plan is reinstated, all plan provisions and limitations will apply to the extent that they would have applied if the subscriber had not taken military leave and coverage had been continuous under the Plan. There will be no additional eligibility waiting period. (This waiver of limitations does not provide coverage for any illness or injury caused or aggravated by

military service, as determined by the VA. Complete information regarding rights under USERRA is available from the Group).

13.4 FAMILY AND MEDICAL LEAVE

Subscribers should check with the Group to find out if they qualify for this coverage. If the Group grants a leave of absence under state or federal family and medical leave laws, the following rules will apply:

- a. Affected members will remain eligible for coverage during a family and medical leave.
- b. If members elect not to remain enrolled during a family and medical leave, they will be eligible to re-enroll in the Plan on the date the subscriber returns from leave. To re-enroll, a complete and signed application must be submitted within 60 days of the return to work. All of the terms and conditions of the plan will resume at the time of re-enrollment as if there had been no lapse in coverage. Any group eligibility waiting period under the Plan will not have to be re-served.
- c. A subscriber's rights under family and medical leave will be governed by applicable state or federal statute and regulations.

13.5 LEAVE OF ABSENCE

A leave of absence is a period off work granted by the Group at a subscriber's request during which he or she is still considered to be employed and is carried on the employment records of the Group. A leave can be granted for any reason acceptable to the Group. If a subscriber is on leave for a family and medical leave-qualifying reason (see section 13.4), he or she remains eligible on the plan only for the period of the family and medical leave. The subscriber may not also continue or extend coverage under this leave of absence provision.

If granted a leave of absence by the Group, a subscriber may continue coverage for up to 12 months. Premiums must be paid to the Group in order to maintain coverage during a leave of absence.

13.6 STRIKE OR LOCKOUT

If employed under a collective bargaining agreement and involved in a work stoppage because of a strike or lockout, a subscriber may continue coverage for up to 6 months. The subscriber must pay the full premiums, including any part usually paid by the Group, directly to the union or trust, and the union or trust must continue to pay Delta Dental the premiums when due.

Continuation of coverage during a strike or lockout will not occur if:

- a. Fewer than 75% of those normally enrolled choose to continue their coverage
- b. A subscriber accepts full-time employment with another employer
- c. A subscriber otherwise loses eligibility under the Plan

SECTION 14. ERISA DUTIES

Subscribers are entitled to certain rights and protections if the Plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA). Members should check with the Group to determine if this section is applicable.

14.1 PLAN ADMINISTRATOR AS DEFINED UNDER ERISA

Delta Dental is not the plan administrator or the named fiduciary of the Plan, as defined under ERISA. Contact the Group for more information.

14.2 INFORMATION ABOUT THE PLAN AND BENEFITS

Subscribers may examine, without charge, at the Group's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, collective bargaining agreements (if applicable), updated summary plan description, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (if any). This information can be obtained by written request. The Group may make a reasonable charge for the copies.

Subscribers are entitled to receive a summary of the Plan's annual financial report, if any is required by ERISA. The Group is required by law to furnish each subscriber with a copy of this summary annual report.

14.3 CONTINUATION OF GROUP DENTAL PLAN COVERAGE

Subscribers are entitled to continue dental care coverage for themselves or their dependents if coverage under the Plan is lost as a result of a qualifying event. Members may have to pay for such coverage. Members should review this handbook and the documents governing the Plan regarding the rules governing continuation coverage rights.

14.4 PRUDENT ACTIONS BY PLAN FIDUCIARIES

In addition to creating rights for members, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of members. No one, including the employer or any other person, may fire or discriminate against a subscriber in any way to prevent him or her from obtaining a benefit or exercising rights under ERISA.

14.5 ENFORCEMENT OF RIGHTS

If a claim for benefits is denied or no action is taken, in whole or in part, members have a right to receive an explanation, to obtain without charge copies of documents relating to the decision, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps members can take to enforce these rights. For instance, if a copy of plan documents or the latest annual report is requested from the Group and not received within 30 days, a member may file suit in federal court. In such a case, the court may require the Group to provide the materials and pay the member up to \$110 a day until he or she receives the materials, unless the materials were not sent because of reasons beyond the control of the Group. If a claim for benefits is denied or no action is taken, in whole or in part, a member may file suit in state or federal court after exhausting the appeal process required by the Plan (see section 10.2). In addition, a member who disagrees with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order may file suit in federal court.

If plan fiduciaries misuse the Plan's money, or if a member is discriminated against for asserting his or her rights, the member may seek assistance from the U.S. Department of Labor or may file suit in federal court. The court will decide who should pay court costs and legal fees. If the member is successful, the court may order the person who has been sued to pay these costs and fees. If the member loses, the court may order him or her to pay these costs and fees, (e.g., if it finds the claim is frivolous).

ASSISTANCE WITH QUESTIONS

For questions about this section or a member's rights under ERISA, or for assistance in obtaining documents from the Group, members should contact one of the following:

Employee Benefits Security Administration
Seattle District Office
300 Fifth Avenue, Suite 1110
Seattle, Washington 98104
206-757-6781

Office of Outreach, Education and Assistance
US Department of Labor
200 Constitution Avenue N.W.
Washington D.C., 20210
866-444-3272

Information and assistance is also available through their website: dol.gov/agencies/ebsa
Members may also obtain publications about their rights and responsibilities under ERISA by calling the Office of Outreach, Education and Assistance.

SECTION 15. SCHEDULE OF COVERED SERVICES AND COPAYMENTS

CDT Code	Procedure	Copayment
15.1 General Office Visit Charge		
	Specialist Office Visit Charge	\$10
		\$30
15.2 Diagnostic and Preventive Services		
D0120	Periodic oral evaluation – established patient	No Copay
D0140	Limited oral evaluation – problem focused	No Copay
D0145	Oral Evaluation – for a patient under 3 years of age and counseling with primary caregiver	No Copay
D0150	Comprehensive oral evaluation – new or established patient	No Copay
D0160	Detailed and extensive oral evaluation – problem focused	No Copay
D0170	Re-evaluation – limited, problem focused (established patient; not post-operative visit)	No Copay
D0180	Comprehensive periodontal evaluation – new or established patient	No Copay
D0210	Intraoral – complete series of radiographic image	No Copay
D0220	Intraoral – periapical first radiographic image	No Copay
D0230	Intraoral – periapical each additional radiographic image	No Copay
D0240	Intraoral – occlusal radiographic image	No Copay
D0250	Extraoral – first radiographic image	No Copay
D0260	Extraoral – each additional radiographic image	No Copay
D0270	Bitewing – 1 radiographic image	No Copay
D0272	Bitewings – 2 radiographic images	No Copay
D0273	Bitewings –3 radiographic images	No Copay
D0274	Bitewings – 4 radiographic images	No Copay
D0277	Vertical bitewings – 7 to 8 radiographic images	No Copay
D0330	Panoramic radiographic image	No Copay
D0340	Cephalometric radiographic image	No Copay
D0350	Oral/facial photographic images	No Copay
D0425	Caries susceptibility tests	No Copay
D0460	Pulp vitality tests	No Copay
D0470	Diagnostic casts	No Copay
D1110	Teeth cleaning (prophylaxis) – adult	No Copay
D1120	Teeth cleaning (prophylaxis) – child	No Copay
D1206	Topical application of fluoride varnish	No Copay
D1208	Topical application of fluoride	No Copay
D1310	Nutritional counseling for control of dental disease	No Copay
D1320	Tobacco counseling for the control of prevention of oral disease	No Copay
D1330	Oral hygiene instructions	No Copay

D1351	Sealant – per tooth	No Copay
15.3 Space Maintainers		
D1510	Space maintainer – fixed – unilateral	No Copay
D1515	Space maintainer – fixed – bilateral	No Copay
D1520	Space maintainer – removable – unilateral	No Copay
D1525	Space maintainer – removable – bilateral	No Copay
D1550	Re-cementation of space maintainer	No Copay
D1555	Removal of fixed space maintainer	No Copay
15.4 Restorative Dentistry		
D2140	Amalgam – 1 surface, primary or permanent	No Copay
D2150	Amalgam – 2 surfaces, primary or permanent	No Copay
D2160	Amalgam – 3 surfaces, primary or permanent	No Copay
D2161	Amalgam – 4 or more surfaces, primary or permanent	No Copay
D2330	Resin-based composite – 1 surface, anterior	No Copay
D2331	Resin-based composite – 2 surfaces anterior	No Copay
D2332	Resin-based composite – 3 surfaces anterior	No Copay
D2335	Resin –based composite– 4 or more surfaces involving incisal angle (anterior)	No Copay
D2390	Resin-based composite crown (anterior)	No Copay
D2391	Resin-based composite – 1 surface, posterior (primary tooth) (permanent tooth)	No Copay
		No Copay
D2392	Resin-based composite – 2 surfaces, posterior (primary tooth) (permanent tooth)	No Copay
		No Copay
D2393	Resin-based composite – 3 surfaces, posterior (primary tooth) (permanent tooth)	No Copay
		No Copay
D2394	Resin-based composite – 4 or more surfaces, posterior (primary tooth) (permanent tooth)	No Copay
		No Copay
D2510	Inlay – metallic, 1 surface	No Copay
D2520	Inlay – metallic, 2 surfaces	No Copay
D2530	Inlay – metallic, 3 or more surfaces	No Copay
D2542	Onlay – metallic, 2 surfaces	No Copay
D2543	Onlay – metallic, 3 surfaces	No Copay
D2544	Onlay – metallic, 4 or more surfaces	No Copay
D2610	Inlay – porcelain/ceramic – 1 surface	No Copay
D2620	Inlay – porcelain/ceramic – 2 surfaces	No Copay
D2630	Inlay – porcelain/ceramic – 3 or more surfaces	No Copay
D2642	Onlay – porcelain/ceramic – 2 surfaces	No Copay
D2643	Onlay – porcelain/ceramic – 3 surfaces	No Copay
D2644	Onlay – porcelain/ceramic – 4 or more surfaces	No Copay

15.5 Crowns		
D2710	Crown – resin-based composite (indirect)	No Copay
D2740	Crown – porcelain/ceramic substrate	No Copay
D2750	Crown – porcelain fused to high noble metal	No Copay
D2782	Crown – ¾ cast noble metal	No Copay
D2792	Crown – full cast noble metal	No Copay
D2910	Recement inlay, onlay, or partial coverage restoration	No Copay
D2920	Recement crown	No Copay
D2930	Prefabricated stainless steel crown – primary tooth	No Copay
D2931	Prefabricated stainless steel crown – permanent tooth	No Copay
D2932	Prefabricated resin crown	No Copay
D2933	Prefabricated stainless steel crown with resin window	No Copay
D2940	Protective restoration	No Copay
D2950	Core buildup, including any pins	No Copay
D2951	Pin retention – per tooth, in addition to restoration	No Copay
D2954	Prefabricated post and core in addition to crown	No Copay
D2955	Post removal	No Copay
D2957	Each additional prefabricated post – same tooth	No Copay
D2970	Temporary crown (fractured tooth)	No Copay
D2975	Coping	No Copay
D2980	Crown repair necessitated by restorative material failure	No Copay
15.6 Endodontics		
D3110	Pulp cap – direct (excluding final restoration)	No Copay
D3120	Pulp cap – indirect (excluding final restoration)	No Copay
D3220	Therapeutic pulpotomy (excluding final restoration) – removal of pulp coronal to the dentinocemental junction and application of medicament	No Copay
D3221	Pulpal debridement, primary and permanent teeth	No Copay
D3230	Pulpal therapy (resorbable filling), – anterior, primary tooth (excluding final restoration)	No Copay
D3240	Pulpal therapy (resorbable filling), –posterior, primary tooth (excluding final restoration)	No Copay
D3310	Endodontic therapy, anterior tooth (excluding final restoration)	No Copay
D3320	Endodontic therapy, bicuspid tooth (excluding final restoration)	No Copay
D3330	Endodontic therapy, molar (excluding final restoration)	No Copay
D3331	Treatment of root canal obstruction; non-surgical access	No Copay
D3332	Incomplete endodontic therapy – inoperable, unrestorable or fractured tooth	No Copay
D3333	Internal root repair of perforation defects	No Copay
D3346	Retreatment of previous root canal therapy – anterior	No Copay

D3347	Retreatment of previous root canal therapy– bicuspid	No Copay
D3348	Retreatment of previous root canal therapy– molar	No Copay
D3351	Apexification/recalcification/pulpal regeneration – initial visit (apical closure/calcific repair of perforations, root resorption, pulp space disinfection, etc.)	No Copay
D3352	Apexification/recalcification/pulpal regeneration – interim medication replacement (apical closure/calcific repair of perforation, root resorption, pulp space disinfection, etc.)	No Copay
D3353	Apexification/recalcification – final visit (includes completed root canal therapy – apical closure/calcific repair of performance, root resorption, etc.)	No Copay
D3410	Apicoectomy/periradicular surgery – anterior	No Copay
D3421	Apicoectomy/periradicular surgery – bicuspid (first root)	No Copay
D3425	Apicoectomy/periradicular surgery – molar (first root)	No Copay
D3426	Apicoectomy/periradicular surgery – (each additional root)	No Copay
D3430	Retrograde filling – per root	No Copay
D3450	Root amputation per root	No Copay
D3920	Hemisection (including any root removal), not including root canal therapy	No Copay
D3950	Canal preparation and fitting of preformed dowel or post	No Copay
15.7 Periodontics		
D4210	Gingivectomy or gingivoplasty – 4 or more contiguous teeth or tooth bounded spaces per quadrant	No Copay
D4211	Gingivectomy or gingivoplasty – 1 to 3 contiguous teeth or tooth bounded spaces per quadrant	No Copay
D4240	Gingival flap procedure, including root planing – 4 or more contiguous teeth or tooth bounded spaces per quadrant	No Copay
D4241	Gingival flap procedure, including root planing –1 to 3 contiguous teeth or tooth bounded spaces per quadrant	No Copay
D4249	Clinical crown lengthening – hard tissue	No Copay
D4260	Osseous surgery (including flap entry and closure) – 4 or more contiguous teeth or tooth bounded spaces per quadrant	No Copay
D4261	Osseous surgery (including flap entry and closure) – 1 to 3 contiguous teeth or tooth bounded spaces per quadrant	No Copay
D4263	Bone replacement graft – first site in quadrant	No Copay
D4264	Bone replacement graft – each additional site in quadrant	No Copay
D4270	Pedicle soft tissue graft procedure	No Copay
D4273	Subepithelial connective tissue graft procedures, per tooth	No Copay
D4274	Distal or proximal wedge procedure (when not performed in conjunction with surgical procedures in the same anatomical area)	No Copay

D4277	Free soft tissue graft procedure (including donor site surgery), first tooth or edentulous tooth position in graft	No Copay
D4278	Free soft tissue graft procedure (including donor site surgery), each additional contiguous tooth or edentulous tooth position in same graft site	No Copay
D4341	Periodontal scaling and root planing – 4 or more teeth per quadrant	No Copay
D4342	Periodontal scaling and root planing – 1 to 3 teeth per quadrant	No Copay
D4355	Full-mouth debridement to enable comprehensive evaluation and diagnosis	No Copay
D4381	Localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth	No Copay
D4910	Periodontic maintenance	No Copay
15.8 Prosthodontics - Removable		
D5110	Complete denture – maxillary	No Copay
D5120	Complete denture – mandibular	No Copay
D5130	Immediate denture – maxillary	No Copay
D5140	Immediate denture – mandibular	No Copay
D5211	Maxillary partial denture – resin base (including any conventional clasps, rests and teeth)	No Copay
D5212	Mandibular partial denture – resin base (including any conventional clasps, rests and teeth)	No Copay
D5213	Maxillary partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	No Copay
D5214	Mandibular partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	No Copay
D5281	Removable unilateral partial denture – one piece cast metal (including clasps and teeth)	No Copay
D5410	Adjust complete denture – maxillary	No Copay
D5411	Adjust complete denture – mandibular	No Copay
D5421	Adjust partial denture – maxillary	No Copay
D5422	Adjust partial denture – mandibular	No Copay
D5510	Repair broken complete denture base	No Copay
D5520	Replace missing or broken teeth – complete denture (each tooth)	No Copay
D5610	Repair resin denture base	No Copay
D5620	Repair cast framework	No Copay
D5630	Repair or replace broken clasp	No Copay
D5640	Replace broken teeth – per tooth	No Copay
D5650	Add tooth to existing partial denture	No Copay

D5660	Add clasp to existing partial denture	No Copay
D5670	Replace all teeth and acrylic on cast metal framework – (maxillary)	No Copay
D5671	Replace all teeth and acrylic on cast metal framework (mandibular)	No Copay
D5710	Rebase complete maxillary denture	No Copay
D5711	Rebase complete mandibular denture	No Copay
D5720	Rebase maxillary partial denture	No Copay
D5721	Rebase mandibular partial denture	No Copay
D5730	Reline complete maxillary denture (chairside)	No Copay
D5731	Reline complete mandibular denture (chairside)	No Copay
D5740	Reline maxillary partial denture (chairside)	No Copay
D5741	Reline mandibular partial denture (chairside)	No Copay
D5750	Reline complete maxillary denture (lab)	No Copay
D5751	Reline complete mandibular denture (lab)	No Copay
D5760	Reline maxillary partial denture (lab)	No Copay
D5761	Reline mandibular partial denture (lab)	No Copay
D5810	Interim complete denture (maxillary)	No Copay
D5811	Interim complete denture (mandibular)	No Copay
D5820	Interim partial denture (maxillary)	No Copay
D5821	Interim partial denture (mandibular)	No Copay
D5850	Tissue conditioning (maxillary)	No Copay
D5851	Tissue conditioning (mandibular)	No Copay
D5863	Overdenture – complete upper	No Copay
D5865	Overdenture – complete lower	No Copay
D5864	Overdenture – partial upper	No Copay
D5866	Overdenture – partial lower	No Copay
D5986	Fluoride gel carrier	No Copay
15.9 Prosthodontics - Fixed		
D6210	Pontic – cast high noble metal	No Copay
D6240	Pontic – x porcelain fused to high noble metal	No Copay
D6241	Pontic – porcelain fused to predominantly base metal	No Copay
D6545	Retainer – cast metal for resin bonded fixed prosthesis	No Copay
D6720	Crown – resin with high noble metal	No Copay
D6750	Crown – porcelain fused to high noble metal	No Copay
D6780	Crown – ¾ cast high noble metal	No Copay
D6790	Crown – full cast high noble metal	No Copay
D6930	Recement fixed partial denture	No Copay
D6980	Fixed partial denture repair	No Copay

15.10 Oral Surgery		
D7111	Extraction, coronal remnants – deciduous tooth	No Copay
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	No Copay
D7210	Surgical removal of erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	No Copay
D7220	Removal of impacted tooth – soft tissue	No Copay
D7230	Removal of impacted tooth – partially bony	No Copay
D7240	Removal of impacted tooth – completely bony	No Copay
D7241	Removal of impacted tooth – completely bony, with unusual surgical complications	No Copay
D7250	Surgical removal of residual roots (cutting procedure)	No Copay
D7260	Oroantral fistula closure	No Copay
D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth	No Copay
D7280	Surgical access of an unerupted tooth	No Copay
D7283	Placement of device to facilitate eruption of impacted tooth, if plan covers orthodontia	No Copay
D7291	Transseptal fiberotomy/supra crestal fiberotomy, by report	No Copay
D7310	Alveoloplasty in conjunction with extractions – 4 or more teeth or tooth spaces, per quadrant	No Copay
D7311	Alveoloplasty in conjunction with extractions – 1 to 3 teeth or tooth spaces, per quadrant	No Copay
D7320	Alveoloplasty not in conjunction with extractions – 4 or more teeth or tooth spaces, per quadrant	No Copay
D7321	Alveoloplasty not in conjunction with extractions – 1 to 3 teeth or tooth spaces, per quadrant	No Copay
D7340	Vestibuloplasty – ridge extension (secondary epithelialization)	No Copay
D7350	Vestibuloplasty – ridge extension (including soft tissue grafts, muscle reattachment, revision of soft tissue attachment and management of hypertrophied and hyperplastic tissue)	No Copay
D7471	Removal of lateral exostosis (maxilla or mandible)	No Copay
D7510	Incision and drainage of abscess – intraoral soft tissue	No Copay
D7520	Incision and drainage of abscess – extraoral soft tissue	No Copay
D7530	Removal of foreign body from mucosa, skin, or subcutaneous alveolar tissue	No Copay
D7540	Removal of reaction producing foreign bodies, musculoskeletal system	No Copay
D7550	Partial ostectomy/sequestrectomy for removal of non-vital bone	No Copay
D7670	Alveolus – closed reduction, may include stabilization of teeth	No Copay

D7910	Suture of recent small wounds up to 5 cm	No Copay
D7911	Complicated suture – up to 5 cm	No Copay
D7953	Bone replacement graft for ridge preservation – per site	No Copay
D7960	Frenulectomy – also known as frenectomy or frenotomy – separate procedure not incidental to another	No Copay
D7970	Excision of hyperplastic tissue – per arch	No Copay
D7971	Excision of pericoronal gingiva	No Copay
15.11 Anesthesia		
D9220	Deep sedation/General anesthesia – first 30 minutes	Not Covered
D9221	Deep sedation/General anesthesia – each additional 15 minutes	Not Covered
D9230	Inhalation of nitrous oxide/analgesia, anxiolysis	\$15
15.12 Miscellaneous		
D9110	Palliative (emergency) treatment of dental pain – minor procedure	No Copay
D9120	Fixed partial denture sectioning	No Copay
D9310	Consultation – diagnostic service provided by dentist or physician other than requesting dentist or physician	No Copay
D9420	Hospital or ambulatory surgical center call (dental treatment provided in a hospital setting in addition to any other applicable service copays; facility fees not covered; service copays still apply)	\$125
D9430	Office visit for observation (during regularly scheduled hours) – no other services performed	No Copay
D9440	Office visit – after regularly scheduled hours	\$20
D9910	Application of desensitizing medicament	No Copay
D9911	Application of desensitizing resin for cervical and/or root surface, per tooth	No Copay
D9951	Occlusal adjustment - limited	No Copay
D9952	Occlusal adjustment - complete	No Copay
D9970	Enamel microabrasion	No Copay
	Out-of-area emergency reimbursement (The member will be reimbursed up to \$100 for covered services)	Charges in excess of \$100
	Late cancellation of appointment without 24 hour notice	Service Charge of \$30
	Missed appointment fee	Service Charge of \$30

15.13 Orthodontia		
Comprehensive orthodontia treatment		\$1,500
D8660	Pre orthodontic treatment visit	
	Initial orthodontic exam	\$25
	Study models and x-rays	\$125
	Case presentation	No Copay
15.14 Exclusions		
See section 7.		



For help, call us directly at 888-217-2363.
(En Español: 888-786-7461)

P.O. Box 40384
Portland, OR 97240

modahealth.com

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888-217-2363 (TDD/TTY 711)

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Attention: Appeal Unit
601 SW Second Ave.
Portland, OR 97204
Fax: 503-412-4003

If you need assistance filing a grievance, please call Customer Service.

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U.S. Department of Health and Human Services
200 Independence Ave. SW, Room 509F
HHH Building, Washington, DC 20201
800-368-1019, 800-537-7697 (TDD).

Office for Civil Rights complaint forms are available at hhs.gov/ocr/office/file/index.html.

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Tom Bikales, VP Legal Affairs
601 SW Second Ave.
Portland, OR 97204
855-232-9111
compliance@modahealth.com

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Delta Dental of Oregon & Alaska



ATENCIÓN: Si habla español, hay disponibles servicios de ayuda con el idioma sin costo alguno para usted. Llame al 1-877-605-3229 (TTY: 711).

注意：如果您說中文，可得到免費語言幫助服務。請致電1-877-605-3229（聾啞人專用：711）

CHÚ Ý: Nếu bạn nói tiếng Việt, có dịch vụ hỗ trợ ngôn ngữ miễn phí cho bạn. Gọi 1-877-605-3229 (TTY:711)

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ВНИМАНИЕ! Если Вы говорите по-русски, воспользуйтесь бесплатной языковой поддержкой. Позвоните по тел. 1-877-605-3229 (текстовый телефон: 711).

تنبيه: إذا كنت تتحدث العربية، فهناك خدمات مساعدة لغوية متاحة لك مجاناً. اتصل برقم (الهاتف النصي: 711) 1-877-605-3229

ATANSYON: Si ou pale Kreyòl Ayisyen, nou ofri sèvis gratis pou ede w nan lang ou pale a. Rele nan 1-877-605-3229 (moun ki itilize sistèm TTY rele : 711)

ATTENTION : si vous êtes locuteurs francophones, le service d'assistance linguistique gratuit est disponible. Appelez au 1-877-605-3229 (TTY : 711)

UWAGA: Dla osób mówiących po polsku dostępna jest bezpłatna pomoc językowa. Zadzwoń: 1-877-605-3229 (obsługa TTY: 711)

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Achtung: Falls Sie Deutsch sprechen, stehen Ihnen kostenlos Sprachassistentendienste zur Verfügung. Rufen sie 1-877-605-3229 (TTY: 711)

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ATENȚIE: Dacă vorbiți limba română, vă punem la dispoziție serviciul de asistență lingvistică în mod gratuit. Sunați la 1-877-605-3229 (TTY 711)

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ត្រូវចងចាំ៖ បើអ្នកនិយាយភាសាខ្មែរ ហើយត្រូវការសេវាកម្មជំនួយផ្នែកភាសាដោយឥតគិតថ្លៃ គឺមានផ្តល់ជូនលោកអ្នក។ សូមទូរស័ព្ទទៅកាន់លេខ 1-877-605-3229 (TTY: 711)

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