



## **Kaiser Foundation Health Plan of the Northwest**

*A nonprofit corporation*  
Portland, Oregon

## **Oregon Educators Benefit Board (OEBB) Dental Plan Evidence of Coverage (Plan 8)**

**Group Number: 18050**

This *EOC* is effective October 1, 2019 through September 30, 2020.

Printed: October 1, 2019

### **Member Services**

Monday through Friday (except holidays)  
8 a.m. to 6 p.m.

Portland area .....503-813-2000  
All other areas..... 1-800-813-2000

### **TTY**

All areas..... 711

### **Language interpretation services**

All areas.....1-800-324-8010

**[kp.org/dental/nw](http://kp.org/dental/nw)**

# DENTAL BENEFIT SUMMARY

## OEBB 2019 DENTAL PLAN 8

This “Benefit Summary,” which is part of this *Evidence of Coverage (EOC)*, is a summary of answers to the most frequently asked questions about benefits. This summary does not fully describe benefits, limitations, or exclusions. To see complete explanations of what is covered for each benefit (including exclusions and limitations) and for additional benefits that are not included in this summary, please refer to the “Benefits,” “Exclusions and Limitations,” and “Reductions” sections of this *EOC*. All Services are subject to the Copayment or Coinsurance, unless otherwise noted.

(\*) Benefit is subject to a 12-month benefit waiting period for Late Enrollees.

<b>Benefit Maximum</b>	
Per Member per Year	\$ 4,000
<b>Dental Office Visit</b>	<b>You Pay</b>
Per visit	\$20 per visit plus any Copayment or Coinsurance listed below for specific Services
<b>Preventive and Diagnostic Services</b> (Not counted toward the Benefit Maximum)	<b>You Pay</b>
Oral exam	\$0
X-rays	\$0
Teeth cleaning	\$0
Fluoride treatments	\$0
Space maintainers	\$0
<b>Minor Restorative Services (*)</b>	<b>You Pay</b>
Routine fillings	\$0
Restorations (composite/acrylic and steel)	\$0
Simple extractions	\$0
<b>Oral Surgery Services (*)</b>	<b>You Pay</b>
Surgical tooth extractions including diagnosis and evaluation	\$50 for each surgical extraction
Major oral surgery	\$50
Adjunctive surgical procedures	\$0
<b>Periodontic Services (*)</b>	<b>You Pay</b>
Diagnosis, evaluation and treatment of gum disease	\$0
Scaling and root planing	\$0
Periodontal surgery	\$0
Periodontic preventive and all other Services	\$0
<b>Endodontic Services (*)</b>	<b>You Pay</b>
Root canal and related therapy, including diagnosis and evaluation	
Anterior tooth	\$50
Bicuspid tooth	\$50
Molar tooth	\$50

All other endodontic treatment Services	\$0
<b>Major Restorative Services (*)</b>	<b>You Pay</b>
Noble metal gold or porcelain crowns	\$250
Inlays	\$250
Bridge abutments	\$250
Pontics	\$250
Interim bridge and crowns	\$0
Repairs and sectioning	\$0
<b>Removable Prosthetic Services (*)</b>	<b>You Pay</b>
Full upper and lower dentures	\$100
Partial dentures	\$100
Relines	\$100
Rebases	\$100
Repairs and sectioning	\$0
<b>Dental Implant Services (*)</b>	
Dental implants (up to four per lifetime)	50% of Charges
<b>Orthodontic Services (*)</b> (Not counted toward the Benefit Maximum)	<b>You Pay</b>
Orthodontic treatment	First \$2,500 of Charges plus \$20 Dental Office visit Copayment; then Company pays all the remaining Charges.
<b>Emergency Dental Care (*)</b>	<b>You Pay</b>
From Participating Providers	\$25 plus Copayments or Coinsurance that normally apply for non-emergency dental care Services.
From Non-Participating Providers outside the Service Area (coverage is limited to \$100 per incident)	All Charges over \$100
<b>Other Dental Services (*)</b> (Not counted toward the Benefit Maximum)	<b>You Pay</b>
Atheletic mouthguard (limited to once every Year)	10% Coinsurance
Nightguards (limited to once every five years)	10% Coinsurance
Nitrous oxide	
Members age 13 years and older	\$25
Members age 12 years and younger	\$0
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## INTRODUCTION

This *Evidence of Coverage (EOC)*, including the “Benefit Summary” and any benefit riders attached to this *EOC*, describes the dental care coverage of the Large Group Traditional Dental Plan provided under the *Group Benefits Contract* between Kaiser Foundation Health Plan of the Northwest and Oregon Educators Benefit Board (OEGB). For benefits provided under any other plan, refer to that plan’s evidence of coverage.

In this *EOC*, Kaiser Foundation Health Plan of the Northwest is sometimes referred to as “Company,” “we,” “our,” or “us.” Members are sometimes referred to as “you.” Some capitalized terms have special meaning in this *EOC*; please see the “Definitions” section for terms you should know. The benefits under this plan are not subject to a pre-existing condition waiting period.

It is important to familiarize yourself with your coverage by reading this *EOC*, including the “Benefit Summary” completely, so that you can take full advantage of your Plan benefits. Also, if you have special dental care needs, carefully read the sections applicable to you.

### Term of this *EOC*

This *EOC* is effective for the period stated on the cover page, unless amended. Your Group’s benefits administrator can tell you whether this *EOC* is still in effect.

### About Kaiser Permanente

Kaiser Permanente provides or arranges for Services to be provided directly to you and your Dependents through an integrated dental care system. Company, Participating Providers, and Participating Dental Offices work together to provide you with quality dental care Services. Our dental care program gives you access to the covered Services you may need, such as routine care with your own personal Participating Dentist and other benefits described in the “Benefits” section.

For more information about your benefits, our Services, or other products, please call Member Services at (503) 813-2000, outside the Portland area at 1-800-813-2000, and TTY at 711, or you may e-mail us by registering at [kp.org/dental/nw](http://kp.org/dental/nw).

## DEFINITIONS

**Abutment.** A tooth or implant fixture used as a support for a prosthesis.

**Benefit Maximum.** The maximum amount of benefits that will be paid in a Year as more fully explained in the “Benefit Maximum” section of this *EOC*. The amount of your Benefit Maximum is shown in the “Benefit Summary.”

If you are covered for orthodontic or implant Services, please note that these Services may not count toward your Benefit Maximum. Your orthodontic coverage and your implant coverage may each have a separate benefit maximum.

**Benefit Summary.** A section of this *EOC* which provides a brief description of your dental plan benefits and what you pay for covered Services.

**Charges.** The term “Charges” is used to describe the following:

- For Services provided by Permanente Dental Associates, PC, the charges in Company’s schedule of charges for Services provided to Members.
- For Services for which a provider (other than Permanente Dental Associates, PC) is compensated on a capitation basis, the charges in the schedule of charges that Company negotiates with the capitated provider.

- For items obtained at a pharmacy owned and operated by Company, the amount the pharmacy would charge a Member for the item if a Member's benefit plan did not cover the item. (This amount is an estimate of: the cost of acquiring, storing, and dispensing drugs, the direct and indirect costs of providing pharmacy Services to Members, and the pharmacy program's contribution to the net revenue requirements of Company.)
- For all other Services, the payment that Company makes for the Services (or, if Company subtracts a Copayment or Coinsurance from its payment, the amount Company would have paid if it did not subtract the Copayment or Coinsurance).

**Child.** For the definition of Child, see OEGB's Administrative Rules, Division 10:111-010-0015.

**Coinsurance.** A percentage of Charges that you must pay when you receive a covered Service as described in the "What You Pay" section.

**Company.** Kaiser Foundation Health Plan of the Northwest, an Oregon nonprofit corporation. This EOC sometimes refers to Company as "we," "our," or "us."

**Copayment.** The defined dollar amount that you must pay when you receive a covered Service as described in the "What You Pay" section.

**Dental Provider Directory.** The *Dental Provider Directory* lists Participating Providers, includes addresses, maps, and telephone numbers for Participating Dental Offices, and provides general information about getting dental care at Kaiser Permanente. After you enroll, you will receive a flyer that explains how you may either download an electronic copy of the *Dental Provider Directory* or request that the *Dental Provider Directory* be mailed to you.

**Dental Specialist.** A Participating Provider who is an endodontist, oral pathologist, oral radiologist, oral surgeon, orthodontist, pediatric dentist, periodontist or prosthodontist. A referral by a Participating Dentist is required in order to receive covered Services from a Dental Specialist.

**Dentally Necessary.** A Service that, in the judgment of a Participating Dentist, is required to prevent, diagnose, or treat a dental condition. A Service is Dentally Necessary only if a Participating Dentist determines that its omission would adversely affect your dental health and its provision constitutes a dentally appropriate course of treatment for you in accord with generally accepted professional standards of practice that are consistent with a standard of care in the dental community and in accordance with applicable law. Unless otherwise required by law, we decide if a service is Dentally Necessary. You may appeal our decision as set forth in the "Grievances, Claims, and Appeals" section. The fact that a Participating Dentist has prescribed, recommended, or approved an item or service does not, in itself, make such item or service Dentally Necessary and, therefore, a covered Service.

**Dental Implant.** A Dental implant is an artificial, permanent tooth root replacement used to replace a missing tooth or teeth. It is surgically placed into the upper or lower jaw bone and supports a single crown, fixed bridge, or removable partial or full denture.

**Dentist.** Any licensed doctor of dental science (DDS) or doctor of medical dentistry (DMD).

**Dependent.** For the definition of Dependent, see OEGB's Administrative Rules, Division 10:111-010-0015.

**Dependent Limiting Age.** The general and student maximum ages established by your Group for Dependent eligibility that are approved by Company and shown in the "Benefit Summary."

**Domestic Partner.** For the definition of Domestic Partner, see OEGB's Administrative Rules, Division 10:111-010-0015.

**Eligible Employee.** For the definition of Eligible Employee, see OEGB's Administrative Rules, Division 10:111-010-0015.

**Emergency Dental Care.** Dentally Necessary Services to treat Emergency Dental Conditions.



**Emergency Dental Condition.** A dental condition, or exacerbation of an existing dental condition, occurring suddenly and unexpectedly, involving injury, swelling, bleeding, or extreme pain in or around the teeth and gums that would lead a prudent layperson possessing an average knowledge of health and medicine to reasonably expect that immediate dental attention is needed.

**Evidence of Coverage (EOC).** This *Evidence of Coverage* document provided to the Member that specifies and describes benefits and conditions of coverage. This document, on its own, is not designed to meet the requirements of a summary plan description (SPD) under ERISA.

**Family.** A Subscriber and his or her Spouse and/or Dependents.

**Group.** The employer, union trust, or association with which we have a *Group Benefits Contract* that includes this *EOC*.

**Hospital Services.** Medical services or dental Services provided in a hospital or ambulatory surgical center.

**Kaiser Permanente.** Kaiser Foundation Hospitals (a California nonprofit corporation), Company, and the Permanente Dental Associates, PC.

**Medically Necessary.** Our determination that the Service is all of the following: (i) medically required to prevent, diagnose or treat your condition or clinical symptoms; (ii) in accordance with generally accepted standards of medical practice; (iii) not solely for the convenience of you, your family and/or your provider; and, (iv) the most appropriate level of Service which can safely be provided to you. For purposes of this definition, “generally accepted standards of medical practice” means (a) standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community; (b) physician specialty society recommendations; (c) the view of physicians practicing in the relevant clinical area or areas within Kaiser Permanente locally or nationally; and/or (d) any other relevant factors reasonably determined by us. Unless otherwise required by law, we decide if a service is Medically Necessary. You may appeal our decision as set forth in the “Grievances, Claims, and Appeals” section. The fact that a Participating Provider has prescribed, recommended, or approved an item or service does not, in itself, make such item or service Medically Necessary and, therefore, a covered Service.

**Late Enrollee.** An eligible Employee, or a Spouse and/or Dependent of an Eligible Employee, who did not enroll during their initial eligibility period. Late Enrollees may be subject to a benefit waiting period for select Services, as shown in the “Benefit Summary.”

**Member.** A person who is eligible and enrolled under this *EOC*, and for whom we have received applicable Premiums. This *EOC* sometimes refers to a Member as “you.” The term Member may include the Subscriber, his or her Dependent, or other individual who is eligible for and has enrolled under this *EOC*.

**Non-Participating Dental Office(s).** Any dental office or other dental facility that provides Services, but which is not a Participating Dental Office.

**Non-Participating Dentist.** Any Dentist who is not a Participating Dentist.

**Non-Participating Provider.** A person who is either:

- A Non-Participating Dentist, or
- A person who is not a Participating Provider and who is regulated under state law to practice dental or dental-related services or otherwise practicing dental care services consistent with state law.

**Orthodontics.** Orthodontic treatment for abnormally aligned or positioned teeth.

**Participating Dental Office(s).** Any facility listed in the *Dental Provider Directory* for our Service Area. Participating Dental Offices are subject to change.

**Participating Dentist.** Any Dentist who, under a contract directly or indirectly with Company, has agreed to provide covered Services to Members with an expectation of receiving payment, other than Copayment, or Coinsurance, from Company rather than from the Member, and who is listed in the *Dental Provider Directory*.

**Participating Provider.** A person who, under a contract directly or indirectly with Company, has agreed to provide covered Services to Members with an expectation of receiving payment, other than Copayment or Coinsurance from Company rather than from the Member, and is either:

- A Participating Dentist, or
- A person who is regulated under state law to practice dental or dental-related Services or otherwise practicing dental care Services consistent with state law, including an expanded practice dental hygienist, denturist, or pediatric dental assistant, and who is an employee or agent of a Participating Dentist.

**Pontic.** The term used for an artificial tooth on a fixed partial denture (bridge).

**Premium.** Monthly membership charges paid by Group.

**Service Area.** Our Service Area consists of certain geographic areas in the Northwest which we designate by ZIP code. Our Service Area may change. Contact Member Services for a complete listing of our Service Area ZIP codes.

**Services.** Dental care services, supplies, or items.

**Spouse.** For the definition of Spouse, see OEGB's Administrative Rules, Division 10:111-010-0015.

**Subscriber.** A Member who is eligible for membership on his or her own behalf and not by virtue of Dependent status. See OEGB's Administrative Rules, Division 10:111-010-0015.

**Urgent Dental Care.** Treatment for an Urgent Dental Condition.

**Urgent Dental Condition.** An unforeseen dental condition that requires prompt dental attention to keep it from becoming more serious, but that is not an Emergency Dental Condition.

**Usual and Customary Charge (UCC).** The lower of (1) the actual fee the provider, facility, or vendor charged for the Service, or (2) the 90th percentile of fees for the same or similar Service in the geographic area where the Service was received according to the most current survey data published by FAIR Health Inc. or another national service designated by Company.

**Year.** The twelve consecutive month plan year beginning on October 1 and ending at midnight on September 30 of the following year.

## **PREMIUM, ELIGIBILITY, AND ENROLLMENT**

### **Premium**

Your Group is responsible for paying the Premium. If you are responsible for any contribution to the Premium, your Group will tell you the amount and how to pay your Group.

### **Who is Eligible**

The Oregon Educators Benefit Board (OEGB) eligibility and enrollment rules are governed under provisions of OEGB's Administrative Rules, Division 15:111-015-0001 and Division 40:111-040-0001.

## **HOW TO OBTAIN SERVICES**

### **Important Information for Members Whose Benefit Plans are Subject to ERISA.**

The Employee Retirement Income Security Act of 1974 (ERISA) is a federal law that regulated employee benefits, including the claim and appeal procedures for benefit Plans offered by certain employers. If an employer's benefit Plan is subject to ERISA, each time you request Services that must be approved before the Service is provided, you are filing a "pre-service claim" for benefits. You are filing a "post-service claim" when you ask us to pay for or cover Services that have already been received. You must follow our procedure for filing claims, and we must follow certain rules established by ERISA for responding to claims.

As a Member, you must receive all covered Services from Participating Providers and Participating Dental Offices inside our Service Area, except as otherwise specifically permitted in this *EOC*.

We will not directly or indirectly prohibit you from freely contracting at any time to obtain dental Services outside the plan. However, if you choose to receive Services from Non-Participating Providers and Non-Participating Dental Offices, except as otherwise specifically provided in this *EOC*, those Services will not be covered under this *EOC* and you will be responsible for the full price of the Services.

## Using Your Identification Card

We provide each Member with a Company Identification (ID) card that contains the Member health record number. Please have your health record number available when you call for advice, make an appointment, or seek Services. We use your health record number to identify your dental records, for billing purposes and for membership information. You should always have the same health record number. If we ever inadvertently issue you more than one health record number, please let us know by calling Member Services. If you need to replace your ID card, please call Member Services.

Your ID card is for identification only and it does not entitle you to Services. To receive covered Services, you must be a current Member. Anyone who is not a Member will be billed as a non-member for any Services he or she receives. If you let someone else use your ID card, we may keep your card and terminate your membership (see the “Termination for Cause” section). We may request photo identification in conjunction with your ID card to verify your identity.

## Choosing a Personal Care Dentist

Your personal care Participating Dentist plays an important role in coordinating your dental care needs, including routine dental visits and referrals to Dental Specialists. We encourage you and your Dependents to choose a personal care Participating Dentist. To learn how to choose or change your personal care Participating Dentist, please call Member Services.

The online *Dental Provider Directory* provides the names, locations, and telephone numbers of Participating Dentists. Before receiving Services, you should confirm your Dentist has continued as a Participating Dentist. To do so, you may call Member Services at 503-813-2000 from within Portland, 1-800-813-2000 from outside the Portland area, via TTY at 711, or you may email us by registering at [kp.org/dental/nw](http://kp.org/dental/nw) for the most up-to-date provider information. Participating Dentists include both general Dentists and Dental Specialists.

## Appointments for Routine Services

If you need to make a routine dental care appointment, please refer to the *Dental Provider Directory* for appointment telephone numbers, or go to [kp.org/dental/nw](http://kp.org/dental/nw) to request an appointment online. Routine appointments are for dental needs that are not urgent such as checkups, teeth cleanings, and follow-up visits that can wait more than a day or two. Try to make your routine care appointments as far in advance as possible. For information about getting other types of care, refer to “Emergency and Urgent Dental Care” in this “How to Obtain Services” section.

## Getting Assistance

We want you to be satisfied with the dental care you receive. If you have any questions or concerns, please discuss them with your personal care Participating Dentist or with other Participating Providers who are treating you.

Most Participating Dental Offices have an administrative office staffed with representatives who can provide assistance if you need help obtaining Services. Member Services representatives are also available to assist you Monday through Friday (except holidays), from 8 a.m. to 6 p.m.

Portland area.....	503-813-2000
All other areas.....	1-800-813-2000
TTY for the hearing and speech impaired .....	711
Language interpretation services.....	1-800-324-8010

You may also e-mail us by registering on our website at [kp.org/dental/nw](http://kp.org/dental/nw).

Member Services representatives can answer any questions you have about your benefits, available Services, and the facilities where you can receive Services. For example, they can explain your dental benefits, how to make your first dental appointment, what to do if you move, what to do if you need Emergency Dental Care while you are traveling, and how to replace your ID card. These representatives can also help you if you need to file a claim, or a complaint, grievance or appeal as described in the “Grievances, Claims, and Appeals” section. Upon request, Member Services can also provide you with written materials about your coverage.

## **Emergency and Urgent Dental Care**

### ***In a Dental Emergency***

If you have an Emergency Dental Condition that is not a medical emergency, Emergency Dental Care is available 24 hours a day, every day of the week. Call the Dental Appointment Center and a representative will assist you or arrange for you to be seen for an Emergency Dental Condition. We cover limited Emergency Dental Care received outside of our Service Area from Non-Participating Providers and Non-Participating Dental Offices. You will need to contact these providers and offices directly to obtain Emergency Dental Care from them. See “Emergency Dental Care” under “Emergency Dental Care and Urgent Dental Care” in the “Benefits” section for details about your Emergency Dental Care coverage.

### ***Obtaining Urgent Dental Care***

If you need Urgent Dental Care, call the Dental Appointment Center and a representative will assist you. We do not cover Urgent Dental Care (or other Services that are not Emergency Dental Care) received outside of our Service Area or from Non-Participating Providers and Non-Participating Dental Offices. See “Urgent Dental Care” under “Emergency Dental Care and Urgent Dental Care” in the “Benefits” section for details about your Urgent Dental Care coverage.

### ***Dental Appointment Center***

All areas .....	1-800-813-2000
TTY .....	711

## **POST-SERVICE CLAIMS – SERVICES ALREADY RECEIVED**

In general, if you have a dental bill from a Non-Participating Provider or Non-Participating Dental Office, our Claims Administration Department will handle the claim. Member Services can assist you with questions about specific claims or about the claim procedures in general.

If you receive Services from a Non-Participating Provider following an authorized referral from a Participating Provider, the Non-Participating Provider will send the bill to Claims Administration directly. You are not required to file a claim.

However, if you receive Services from a Non-Participating Provider or Non-Participating Dental Office without an authorized referral and you believe Company should cover the Services, you need to send a completed dental claim form and the itemized bill to:

Kaiser Permanente  
National Claims Administration-Northwest  
PO Box 370050  
Denver, CO 80237-9998

You can request a claim form from Member Services or download it from **kp.org**. When you submit the claim, please include a copy of your dental records from the Non-Participating Provider or Non-Participating Dental Office if you have them.

Company accepts American Dental Association (ADA) Dental claim forms, CMS 1500 claim forms for professional services and UB-04 forms for hospital claims. Even if the provider bills Company directly, you still need to submit the claim form.

You must submit a claim for a Service within 12 months after receiving that Service. If it is not reasonably possible to submit a claim within 12 months, then you must submit a claim as soon as reasonably possible, but in no case more than 15 months after receiving the Service, except in the absence of legal capacity.

We will reach a decision on the claim and pay those covered Charges within 30 calendar days from receipt unless additional information, not related to coordination of benefits, is required to make a decision. If the 30-day period must be extended, you will be notified in writing with an explanation about why. This written notice will explain how long the time period may be extended depending on the requirements of applicable state and federal laws, including ERISA.

You will receive written notification about the claim determination. This notification will provide an explanation for any unpaid amounts. It will also tell you how to appeal the determination if you are not satisfied with the outcome, along with other important disclosures required by state and federal laws.

If you have questions or concerns about a bill from Company, you may contact Member Services for an explanation. If you believe the Charges are not appropriate, Member Services will advise you on how to proceed.

## **WHAT YOU PAY**

### **Copayments and Coinsurance**

The Copayment or Coinsurance you must pay for each covered Service is shown in the “Benefit Summary.” Copayments or Coinsurance are due when you receive the Service. If we must bill you, an accounting fee may be added to offset handling costs.

### **Benefit Maximum**

Your dental plan may be subject to a Benefit Maximum selected by your Group. If your plan includes a Benefit Maximum, your benefit is limited during each Year to the amount shown in the “Benefit Summary.” The “Benefit Summary” also shows what Services do not count toward your Benefit Maximum. Otherwise, Charges for Services we cover, less Copayments or Coinsurance you pay, count toward the Benefit Maximum. After you reach the Benefit Maximum, you pay 100 percent of Charges for Services incurred during the balance of the Year.

If you are covered for orthodontic or implant Services, please note that these Services may not count toward the Benefit Maximum. Your orthodontic coverage and your implant coverage may each have a separate benefit maximum.

### **Dental Office Visits**

You are covered for a wide range of dental Services. Most Members pay a Copayment for each Participating Dental Office visit. You may be required to pay additional Copayments or Coinsurance for specific Services shown in the “Benefit Summary.”

## **BENEFITS**

The Services described in this *EOC* “Benefits” section are covered only if all of the following conditions are satisfied:

- You are a current Member at the time Services are rendered.
- A Participating Dentist determines that the Services are Dentally Necessary.
- The Services are provided, prescribed, authorized, and/or directed by a Participating Dentist or Participating Provider, except where specifically noted to the contrary in this *EOC*.
- You receive the Services inside our Service Area from a Participating Provider, except where specifically noted to the contrary in this *EOC*.
- The Services are provided in a Participating Dental Office, except where specifically noted to the contrary in this *EOC*.
- Coverage is based on the least costly treatment alternative. If you request a Service that is a more costly treatment alternative from that recommended by your Participating Dentist, but that accomplishes the same goal, we will
- cover the Services up to the benefit level of the least costly treatment alternative. You will be responsible for any additional Charges.

Your “Benefit Summary” lists the Copayment or Coinsurance for each covered Service. The Services covered by this plan are described below. All benefits are subject to the “Exclusions and Limitations” and “Reductions” sections of this *EOC*.

There are no benefit waiting periods for an Eligible Employee and the Spouse and/or Dependent of an Eligible Employee who enrolled during their initial eligibility period or have been continuously covered under an OEBC-sponsored dental plan for 12 or more consecutive months.

There is a 12-month benefit waiting period for select Services, as shown in the “Benefit Summary.” Preventive and Diagnostic Services will be covered for Late Enrollees during the first 12 months of coverage.

### **Preventive and Diagnostic Services**

We cover the following preventive and diagnostic Services:

- Examination of your mouth (oral examination) to determine the condition of your teeth and gums.
- Fluoride treatments.
- Routine preventive teeth cleaning (prophylaxis).
- Sealants.
- Space maintainers (appliances used to maintain spacing after removal of a tooth or teeth).
- X-rays to check for cavities and to determine the condition of your teeth and gums.

## **Minor Restorative Services**

We cover the following minor restorative dental Services:

- Routine fillings.
- Stainless steel and composite/acrylic restorations.
- Synthetic (composite, resin, and glass ionomer) restorations.
- Simple extractions.

## **Oral Surgery Services**

We cover the following oral surgery Services:

- Surgical tooth extractions, including diagnosis and evaluation.
- Major oral surgery.
- Adjunctive surgical procedures.

## **Periodontic Services**

We cover the following periodontic Services:

- Diagnosis, evaluation, and treatment of gum disease.
- Periodontal surgical Services.
- Periodontal non-surgical Services (scaling, root planing, and full-mouth debridement).
- Periodontal maintenance.

In order to be covered for periodontal surgical Services and periodontal non-surgical Services (scaling and root planing) you must have 12 continuous prior months of membership under this dental contract.

## **Endodontic Services**

We cover the following endodontic Services:

- Diagnosis, evaluation, and treatment of the root canal or tooth pulp.
- Root canal and related therapy.
- All other endodontic treatment Services.

In order to be covered for endodontic Services, you must have 12 continuous prior months of membership under this dental contract.

## **Major Restorative Services**

We cover the following major restorative Services:

- Noble metal gold and porcelain crowns, inlays, and other cast metal restorations.
- Bridge Abutments.
- Pontics. Artificial tooth on a fixed partial denture (a bridge).
- Interim bridge or crown.
- Repairs and sectioning.

In order to be covered for major restorative Services, you must have 12 continuous prior months of membership under this dental contract.

## **Removable Prosthetic Services**

We cover the following removable prosthetic Services:

- Full upper and lower dentures.
- Partial upper and lower dentures.
- Maintenance prosthodontics:
  - Adjustments.
  - Rebase and reline.
  - Repairs and sectioning.

In order to be covered for removable prosthetic Services, you must have 12 continuous prior months of membership under this dental contract.

## **Dental Implant Services**

We cover the following Services:

- An alternate benefit per arch of a full or partial denture for the final implant-supported full or partial denture prosthetic device when the implant is placed to support a prosthetic device.
- Surgical placement and removal of a Dental implant once per tooth space per lifetime including the following Services when provided in relation to covered Dental Implants or removals: diagnostic consultations, occlusal analysis, bone augmentation and grafts, impressions, oral surgery, placement, removal, and cleaning; and Services associated with postoperative conditions and complications arising from implants or removals.
- The final crown and implant Abutment over a single implant;
- The final implant-supported bridge Abutment and implant Abutment, or Pontic; or

## **Dental Implant Exclusions**

- A Dental Implant that has been surgically placed prior to your effective date and has not received final restoration.
- Eposteal and transosteal implants.
- Implant-supported bridges are not covered if one or more of the Abutments are supported by a natural tooth.

## **Dental Implant Limitations**

- Repair of a Dental Implant is not covered, except when the Member has five or more years of continuous dental coverage under this or any other Company dental contract that includes coverage for Dental Implant Services.
- These benefits or alternate benefits are not provided if the tooth, Dental Implant, or tooth space received a cast restoration or fixed or removable prosthodontic benefit, including a Pontic, within the previous 5 years.
- Dental Implants are covered up to a four implant lifetime maximum.
- We cover the Services described in this “Dental Implant Services” section only if you meet all of the following requirements:
  - Allow no significant lapse in the continuous implant treatment process, as directed by your Participating Provider.



- Maintain continuous eligibility under this or any other Company dental contract that includes coverage for Dental Implant Services.
- Make timely payment of amounts due.

In all other cases, implant treatment may be completed at the full price for the service.

### **Orthodontic Services**

We cover Orthodontic treatment for abnormally aligned or positioned teeth.

Treatment will be covered so long as you meet the following conditions:

- Allow no significant lapse in the continuous Orthodontic treatment process.
- Maintain continuous eligibility under this or any other Company dental contract that includes coverage for Orthodontics.
- Make timely payment of amounts due.

In all other cases, orthodontic treatment may be completed at the full price of the Service. Orthodontic devices provided at the beginning of treatment are covered. Replacement devices are available at the full price of the Service.

During the term of this *EOC*, the Member cost sharing (Copayments and Coinsurance, as applicable) for covered orthodontic services will be the cost sharing that was in effect on the later of the following dates:

- The date the member signed the "Financial Agreement for Professional Dental Services" for the same course of orthodontic treatment;
- The date the member made the first member cost sharing payment for the same course of orthodontic treatment, except if the later of the two dates above occurred while the Member was covered under a different contract, the Member cost sharing that was in effect on that date will apply during the term of this *EOC*, but only if the Member maintained continuous memberships under this and other Company dental contracts that all included coverage for Orthodontics. However, if the Member did not maintain continuous memberships under this and other Company dental contracts that all included coverage for Orthodontics, then the member cost sharing under this *EOC* will apply.

### **Orthodontic Exclusions and Limitations**

Coverage for Services and supplies is not provided for any of the following:

- Maxillofacial surgery.
- Replacement of broken appliances.
- Re-treatment of Orthodontic cases.

### **Emergency Dental Care and Urgent Dental Care**

**Emergency Dental Care.** We cover Emergency Dental Care, including local anesthesia and medication when used prior to dental treatment to avoid any delay in dental treatment, only if the Services would have been covered under other headings of this "Benefits" section (subject to the "Exclusions and Limitations" section) if they were not Emergency Dental Care.

#### **Inside our Service Area**

- We cover Emergency Dental Care you receive inside our Service Area from Participating Providers or Participating Dental Offices.
- We cover Emergency Dental Care you receive inside our Service Area from Non-Participating Providers in a hospital emergency department in conjunction with a medical emergency.

### **Outside our Service Area**

If you are temporarily outside our Service Area, we provide a limited benefit for Emergency Dental Care you receive from Non-Participating Providers or Non-Participating Dental Offices, if we determine that the Services could not be delayed until you returned to our Service Area.

**Elective care and reasonably foreseen conditions.** Elective care and care for conditions that could have been reasonably foreseen are not covered under your Emergency Dental Care or Urgent Dental Care benefits. Follow-up and continuing care is covered only at Participating Dental Offices. You pay the amount shown in the “Benefit Summary.”

**Copayments, Coinsurance, and reimbursement.** You pay the amount shown in the “Benefit Summary.”

An Emergency Dental Care office visit Copayment may apply when you receive Emergency Dental Care or an Urgent Dental Care appointment from a Participating Provider.

If you require Emergency Dental Care from Non-Participating Providers when you are outside the Service Area, you are provided limited coverage for Services, including local anesthesia and medication when used prior to dental treatment to avoid any delay in dental treatment. We will not cover more than the amount shown in the “Benefit Summary” for each incident. Non-Participating Providers may charge additional fees for Emergency Dental Care, based on that Non-Participating Dental Office’s policy.

**Urgent Dental Care.** We cover Urgent Dental Care received in our Service Area from Participating Providers and Participating Dental Offices only if the Services would have been covered under other headings of this “Benefits” section (subject to the “Exclusions and Limitations” section) if they were not urgent. Examples include treatment for toothaches, chipped teeth, broken/lost fillings causing irritation, swelling around a tooth, or a broken prosthetic that may require something other than a routine appointment.

We do not cover Urgent Dental Care (or other Services that are not Emergency Dental Care) received outside of our Service Area or received from Non-Participating Providers and Non-Participating Dental Offices.

### **Other Dental Services**

We cover other dental Services as follows:

- Athletic mouthguards. We cover the fabrication of athletic mouthguards.
- Dental Services in conjunction with medically necessary general anesthesia or a medical emergency (subject to the “Exclusions and Limitations” section). We cover the dental Services described in the “Benefits” section when provided in a hospital or ambulatory surgical center, if the Services are performed at that location in order to obtain medically necessary general anesthesia for a Member or in a hospital’s emergency department in order to provide dental Services in conjunction with a medical emergency. We do not cover general anesthesia Services.
- Nightguards. We cover removable dental appliances designed to minimize the effects of bruxism (teeth grinding) and other occlusal factors.
- Nitrous oxide. We cover use of nitrous oxide during Dentally Necessary treatment as deemed appropriate by the Participating Provider.

## **EXCLUSIONS AND LIMITATIONS**

The Services listed in this “Exclusions and Limitations” section are either completely excluded from coverage or partially limited under this *EOC*. These exclusions and limitations apply to all Services that would otherwise be covered under this *EOC* and are in addition to the exclusions and limitations that apply only to a particular Service as listed in the description of that Service in this *EOC*.

## Exclusions

- Additional fees a Non-Participating Provider may charge for an Emergency Dental Care or Urgent Dental Care visit after our payment for covered Services.
- Continuation of Services performed or started prior to your coverage becoming effective.
- Continuation of Services performed or started after your membership terminates.
- Cosmetic Services, supplies, or prescription drugs that are intended primarily to improve appearance, repair, and/or replace cosmetic dental restorations.
- Dental Services not listed in the “Benefits” section.
- Drugs obtainable with or without a prescription. These may be covered under your medical benefits.
- Experimental or investigational treatments, procedures, and other Services that are not commonly considered standard dental practice or that require United States Food and Drug Administration (FDA) governmental approval. A Service is experimental or investigational if:
  - the Service is not recognized in accordance with generally accepted dental standards as safe and effective for use in treating the condition in question, whether or not the Service is authorized by law for use in testing, or other studies on human patients: or
  - the Service requires approval by FDA authority prior to use and such approval has not been granted when the Service is to be rendered.
- Fees a provider may charge for a missed appointment.
- Full mouth reconstruction, including, but not limited to, occlusal rehabilitation, appliances, restorations, and procedures needed to alter vertical dimension, occlusion, or correct attrition or abrasion.
- Genetic testing.
- Government agency responsibility, we do not reimburse the government agency for any Services that the law requires be provided only by or received only from a government agency. When we cover any of these Services, we may recover the Charges for the Services from the government agency. However, this exclusion does not apply to Medicaid.
- “Hospital call fees,” “call fees” or similar Charges associated with Dentally Necessary Services that are performed at ambulatory surgical centers or hospitals.
- Medical or Hospital Services, unless otherwise specified in the *EOC*.
- Myofunctional therapy.
- Non-orthodontic recording of jaw movements or positions.
- Orthognathic surgery.
- Procedures, appliances, or fixed crowns and bridges for periodontal splinting of teeth.
- Prosthetic devices following extraction of a tooth (or of teeth) for nonclinical reasons or when a tooth is restorable.
- Replacement of prefabricated, noncast crowns, including noncast stainless steel crowns, except when the Member has five or more years of continuous dental coverage with Company.
- Speech aid prosthetic devices and follow up modifications.
- Surgery to correct malocclusion or temporomandibular joint (TMJ) disorders; treatment for problems of the jaw joint, including temporomandibular joint (TMJ) syndrome and craniomandibular disorders; and treatment of conditions of the joint linking the jaw bone and skull and of the complex of muscles, nerves, and other tissues related to that joint.

- Treatment to restore tooth structure lost due to attrition, erosion, or abrasion.
- Treatment of cleft palate.
- Treatment of macroglossia.
- Treatment of macrognathia.
- Treatment of primary/transitional dentition.

## Limitations

- Athletic mouthguards are limited to once every Year.
- Examination and prophylaxis (routine preventive teeth cleaning), including scaling and polishing, is covered for up to two visits per Year as Dentally Necessary.
- Repair or replacement needed due to normal wear and tear of permanent fixed and removable prosthetic devices are limited to once every five years.
- Repair or replacement needed due to normal wear and tear of interim fixed and removable prosthetic devices are limited to once every 12 months.
- Sedation and general anesthesia (including, but not limited to, intramuscular IV sedation, non-IV sedation, and inhalation sedation) are not covered, except nitrous oxide.

## REDUCTIONS

### Coordination of Benefits

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

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

### Definitions

The following terms, when capitalized and used in this “Coordination of Benefits” section, mean:

- A. **Plan.** Plan is any of the following that provides benefits or services for dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts.
- (1) Plan includes: group and individual insurance contracts, health maintenance organization (HMO) contracts, group or individual Closed Panel Plans or other forms of group or group-type coverage (whether insured or uninsured); Medicare or any other federal governmental Plan, as permitted by law; and group and individual insurance contracts and subscriber contracts that pay for or reimburse for the cost of dental care.
  - (2) Plan does not include: medical care coverage; independent, non-coordinated hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; school accident type coverage; benefits for non-medical components of group long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental Plans, unless permitted by law.

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

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

C. **Primary Plan/Secondary Plan.** The order of benefit determination rules determines whether This Plan is a Primary Plan or Secondary Plan when the person has dental care coverage under more than one Plan.

When this Plan is primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan's benefits. When This Plan is secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits do not exceed 100 percent of the total Allowable Expense.

D. **Allowable Expense.** Allowable Expense is a dental care Expense, including deductibles, coinsurance, and copayments, that is covered at least in part by any Plan covering the person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Plan covering the person 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 covered person is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

- (1) The difference between the cost of an amalgam filling and a composite filling for certain teeth is not an Allowable Expense, unless one of the Plans provides coverage for composite fillings for those teeth.
- (2) If a person is covered by two or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.
- (3) If a person is covered by two or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
- (4) If a person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable Expense for all Plans. However, if the provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.
- (5) The amount of any benefit reduction by the Primary Plan because a covered person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of Plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.

E. **Closed Panel Plan.** A Plan that provides dental care benefits to covered persons primarily in the form of services through a panel 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 a panel member.

- F. **Custodial Parent.** 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.

### **Order of Benefit Determination Rules**

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

- A. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits of under any other Plan.
- B. (1) Except as provided in Paragraph (2), a Plan that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both Plans state that the complying Plan is primary.
- (2) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder.
- C. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.
- D. Each Plan determines its order of benefits using the first of the following rules that apply:
- (1) Non-Dependent or Dependent. The Plan that covers the person other than as a dependent, for example as an employee, member, subscriber or retiree is the Primary Plan and the Plan that covers the person as a dependent is the Secondary Plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent; and primary to the Plan covering the person as other than a dependent (e.g. a retired employee); then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, subscriber or retiree is the Secondary Plan and the other Plan is the Primary plan.
- (2) Dependent child covered under more than one Plan. Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Plan the order of benefits is determined as follows:
- (a) For a dependent child whose parents are married or are living together, whether or not they have ever been married:
- o The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
  - o If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.
- (b) For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
- (i) If a court decree states that one of the parents is responsible for the dependent child's dental care expenses or dental care coverage 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 dependent child's dental care expenses or dental care coverage, the provisions of subparagraph (a) above shall determine the order of benefits;
  - (iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the dental care expenses or dental care coverage of the

dependent child, the provisions of subparagraph (a) above shall determine the order of benefits; or

- (iv) If there is no court decree allocating responsibility for the dependent child's dental care expenses or dental care coverage, the order of benefits for the child are as follows:
  - The Plan covering the Custodial Parent;
  - The Plan covering the spouse of the Custodial Parent;
  - The Plan covering the non-custodial Parent; and then
  - The Plan covering the spouse of the non-Custodial Parent.
- (c) For a dependent child covered under more than one Plan of individuals who are not the parents of the child, the provisions of subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.
- (3) Active employee or retired or laid-off employee. The Plan that covers a person as an active employee, that is, an employee who is neither laid-off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.
- (4) COBRA or state continuation coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.
- (5) Longer or shorter length of coverage. The Plan that covered the person as an employee, member, subscriber or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.
- (6) If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the Primary Plan.

### ***Effect on the Benefits of This Plan***

- A. When This Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a Plan year are not more than the total Allowable Expenses. 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 care coverage and apply that calculated amount to any Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan shall credit to its Plan deductible any amounts it would have credited to its deductible in the absence of other dental care coverage.
- B. If a covered person is enrolled in two or more Closed panel Plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed panel Plan, COB shall not apply between that Plan and other Closed panel Plans.

## **Right to Receive and Release Needed Information**

Certain facts about dental care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. We may get the facts we need from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give us any facts we need to apply those rules and determine benefits payable.

## **Facility of Payment**

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, we may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. This Plan will not have to pay that amount again. The term “payment made” includes providing benefits in the form of services, in which case “payment made” means the reasonable cash value of the benefits provided in the form of services.

## **Right of Recovery**

If the amount of the payments made by This Plan is more than it should have paid under this COB provision, This Plan may recover the excess from one or more of the persons it has paid or for whom it has paid; or any other person or organization that may be responsible for the benefits or services provided for the covered person. The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.

### **Questions About Coordination of Benefits? Contact Your State Insurance Department**

## **Injuries or Illnesses Alleged to be Caused by Third Parties**

This “Injuries or Illnesses Alleged to be Caused by Third Parties” section applies if you receive covered Services for an injury or illness alleged to be any of the following:

- Caused by a third party’s act or omission.
- Received on the premises of a third party.

You obtain a settlement or judgment from or on behalf of a third party, you must ensure we are reimbursed for covered Services that you receive for the injury or illness, except that we will not collect more than the amount you receive from or on behalf of the third party. This “Injuries or Illnesses Alleged to be Caused by Third Parties” section does not affect your obligation to make any applicable Copayments and Coinsurance payments for these covered Services.

If you do not recover anything from or on behalf of the third party, then you are responsible only for any applicable Copayments and Coinsurance payments.

To the extent permitted by law, we have the option of becoming subrogated to all claims, causes of action, and other rights you may have against a third party or an insurer, government program, or other source of coverage for monetary damages, compensation, or indemnification on account of the injury or illness allegedly caused by any third party. We will be so subrogated as of the time we mail or deliver a written notice of our exercise of this option to you or your attorney, but we will be subrogated only to the extent of the total Charges for the relevant covered Services.

To secure our rights, we will have a lien on the proceeds of any judgment or settlement you or we (when we subrogate) obtain against a third party, regardless of how those proceeds may be characterized or designated. The proceeds of any judgment or settlement that you or we obtain shall first be applied to satisfy our lien, regardless of whether the total amount of the proceeds is less than the actual losses and damages you incurred.



You must make all reasonable efforts to pursue any claim you may have against a third party. Within 30 days after submitting or filing a claim or legal action against a third party, you must send written notice of the claim or legal action to us at:

Patient Financial Services—TPL  
Kaiser Foundation Health Plan of the Northwest  
7201 N Interstate Avenue  
Portland, OR 97217

In order for us to determine the existence of any rights we may have and to satisfy those rights, you must complete and send us all consents, releases, trust agreements, authorizations, assignments, and other documents, including lien forms directing your attorney, the third party, and the third party's liability insurer to pay us directly. You must not take any action prejudicial to our rights.

You must place and hold in trust a portion of the proceeds of your recovery that is sufficient to satisfy our claims under this "Injuries or Illnesses Alleged to be Caused by Third Parties" section pending final resolution of the claims. You must provide us with written notice before you settle a claim or obtain a judgment against any third party based on your injury or illness.

In addition to the rights set forth above, we shall also be entitled to all of the remedies, benefits, and other rights of sections 742.520 – 742.542, Oregon Revised Statutes.

If your estate, parent, guardian, or conservator asserts a claim against a third party based on your injury or illness, your estate, parent, guardian, or conservator and any settlement or judgment recovered by the estate, parent, guardian, or conservator shall be subject to our liens and other rights to the same extent as if you had asserted the claim against the third party. We may assign our rights to enforce our liens and other rights.

## **GRIEVANCES, CLAIMS, AND APPEALS**

Company will review claims and appeals, and we may use dental experts to help us review them.

The following terms have the following meanings when used in this "Grievances, Claims, and Appeals" section:

A **claim** is a request for us to:

- Provide or pay for a Service that you have not received (pre-service claim);
- Continue to provide or pay for a Service that you are currently receiving (concurrent care claim); or
- Pay for a Service that you have already received (post-service claim).

An adverse benefit determination is our decision to deny, reduce or terminate a Service, or failure or refusal to provide or to make a payment in whole or in part for a Service that is based on:

- Denial or termination of enrollment of an individual in a dental benefit plan;
  - Rescission or cancellation of a policy;
  - Imposition of a preexisting condition exclusion, source-of-injury exclusion, network exclusion, annual benefit limit or other limitation on otherwise covered Services;
  - Determination that a Service is experimental or investigational or not Dentally Necessary or appropriate; or
  - Determination that a course or plan of treatment that a Member is undergoing is an active course of treatment for purposes of continuity of care.
- A grievance is communication expressing dissatisfaction with an adverse benefit determination, without specifically declining any right to appeal or review, that is:

- In writing, for an internal appeal;
- In writing or orally for an expedited response; or
- A written complaint regarding the:
  - Availability, delivery, or quality of a Service;
  - Claims payment, handling or reimbursement for Services and, unless a request for an internal appeal has not been submitted, the complaint is not disputing an adverse benefit determination; or
  - Matters pertaining to the contractual relationship between the Member and Company.
- An appeal is a request for us to review our initial adverse benefit determination.

If you miss a deadline for making a claim or appeal, we may decline to review it.

## Language and Translation Assistance

If we send you an adverse benefit determination, we will include a notice of language assistance (oral translation). You may request language assistance with your claim and/or appeal by calling 1-800-813-2000. The notice of language assistance “Help in Your Language” is also included in this *EOC*.

## Appointing a Representative

If you would like someone to act on your behalf regarding your claim, you may appoint an authorized representative, an individual who by law or by your consent may act on your behalf. You must make this appointment in writing. Contact Member Services at 503-813-2000 for information about how to appoint a representative. You must pay the cost of anyone you hire to represent or help you.

## Help with Your Claim and/or Appeal

While you are encouraged to use our appeal procedures, you have the right to file a complaint or seek other assistance from the Consumer Advocacy Unit at the Division of Financial Regulation. Contact them by mail, e-mail, telephone, or online at:

Division of Financial Regulation  
 Consumer Advocacy Unit  
 P.O. Box 14480  
 Salem, OR 97309-0405  
 E-mail: [cp.ins@oregon.gov](mailto:cp.ins@oregon.gov)  
 503-947-7984 (in Salem)  
 1-888-877-4894 (all other areas)  
<http://dfr.oregon.gov/gethelp/Pages/file-a-complaint.aspx>

## Reviewing Information Regarding Your Claim

If you want to review the information that we have collected regarding your claim, you may request, and we will provide without charge, copies of all relevant documents, records, and other information (including complete dental necessity criteria, benefit provisions, guidelines, or protocols) used to make a denial determination. You also have the right to request any diagnosis and treatment codes and their meanings that are the subject of your claim. To make a request, you should contact Member Services at 1-800-813-2000.

## Providing Additional Information Regarding Your Claim

When you appeal, you may send us additional information including comments, documents, and additional dental records that you believe support your claim. If we asked for additional information and you did not provide it before we made our initial decision about your claim, then you may still send us the additional

information so that we may include it as part of our review of your appeal. Please send or fax all additional information to:

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 503-813-3985

When you appeal, you may give testimony in writing or by telephone. Please send your written testimony to:

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 503-813-3985

To arrange to give testimony by telephone, you should contact Member Relations at 503-813-4480.

We will add the information that you provide through testimony or other means to your claim file and we will review it without regard to whether this information was submitted and/or considered in our initial decision regarding your claim.

## **Sharing Additional Information That We Collect**

If we believe that your appeal of our initial adverse benefit determination will be denied, then before we issue another adverse benefit determination, we will also share with you any new or additional reasons for that decision. We will send you a letter explaining the new or additional information and/or reasons and inform you how you can respond to the information in the letter if you choose to do so. If you do not respond before we must make our final decision, that decision will be based on the information already in your claim file.

## **Claims and Appeals Procedures**

There are several types of claims, and each has a different procedure described below for sending your claim and appeal to us as described in this “Claims and Appeals Procedures” section:

- Pre-service claims (urgent and non-urgent)
- Concurrent care claims (urgent and non-urgent)
- Post-service claims

When you file an appeal, we will review your claim without regard to our previous adverse benefit determination. The individual who reviews your appeal will not have participated in our original decision regarding your claim nor will he/she be the subordinate of someone who did participate in our original decision.

### **Pre-service Claims and Appeals**

Pre-service claims are requests that we provide or pay for a Service that you have not yet received. Failure to receive authorization before receiving a Service that must be authorized in order to be a covered benefit may be the basis for our denial of your pre-service claim or a post-service claim for payment. If you receive any of the Services you are requesting before we make our decision, your pre-service claim or appeal will become a post-service claim or appeal with respect to those Services. If you have any general questions about pre-service claims or appeals, please contact Member Services at 503-813-2000.

Here are the procedures for filing a pre-service claim, a non-urgent pre-service appeal, and an urgent pre-service appeal.

- **Pre-service Claim**

- You may request a pre-service benefit determination on your own behalf. Tell us in writing that you want to make a claim for us to provide or pay for a Service you have not yet received. Your request and any related documents you give us constitute your claim. You must mail or fax your claim to us at:

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 503-813-3985

- If you want us to consider your pre-service claim on an urgent basis, your request should tell us that. We will decide whether your claim is urgent or non-urgent. If we determine that your claim is not urgent, we will treat your claim as non-urgent. Generally, a claim is urgent only if using the procedure for non-urgent claims (a) could seriously jeopardize your life or health or your ability to regain maximum function, or (b) would, in the opinion of a physician with knowledge of your dental condition, subject you to severe pain that cannot be adequately managed without the Services you are requesting, or (c) your attending dental care provider requests that your claim be treated as urgent.
- We will review your claim and, if we have all the information we need, we will make a decision within a reasonable period of time, but not later than 15 days after we receive your claim.

We may extend the time for making a decision for an additional 15 days if circumstances beyond our control delay our decision, if we notify you prior to the expiration of the initial 15-day period.

If we tell you we need more information, we will ask you for the information before the initial decision period ends, and we will give you 45 days to send the information.

We will make a decision within 15 days after we receive the first piece of information (including documents) we requested.

We encourage you to send all the requested information at one time, so that we will be able to consider it all when we make our decision.

If we do not receive any of the requested information (including documents) within 45 days after we send our request, we will make a decision based on the information we have within 15 days following the end of the 45-day period.

- We will send written notice of our decision to you and, if applicable, to your provider.  
If your pre-service claim was considered on an urgent basis, we will notify you of our decision orally or in writing within a timeframe appropriate to your clinical condition, but not later than 72 hours after we receive your claim. Within 24 hours after we receive your claim, we may ask you for more information. We will notify you of our decision within 48 hours of receiving the first piece of requested information. If we do not receive any of the requested information, then we will notify you of our decision within 48 hours after making our request. If we notify you of our decision orally, we will send you written confirmation within three days after the oral notification.
- If we deny your claim (if we do not agree to provide or pay for all the Services you requested), our adverse benefit determination notice will tell you why we denied your claim and how you can appeal.

- **Non-Urgent Pre-service Appeal**

- Within 180 days after you receive our adverse benefit determination notice, you must tell us in writing

that you want to appeal our denial of your pre-service claim. Please include the following:

- (1) Your name and health record number;
- (2) Your dental condition or relevant symptoms;
- (3) The specific Service that you are requesting;
- (4) All of the reasons why you disagree with our adverse benefit determination; and
- (5) All supporting documents.

Your request and the supporting documents constitute your appeal. You must mail or fax your appeal to us at:

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 503-813-3985

- We will acknowledge your appeal in writing within seven days after we receive it.
- We will fully and fairly review all available information relevant to your appeal without deferring to prior decisions.
- We will review your appeal and send you a written decision within 30 days after we receive your appeal.
- If we deny your appeal, our adverse benefit determination notice will tell you why we denied your appeal.

### **Urgent Pre-service Appeal**

- Tell us that you want to urgently appeal our adverse benefit determination regarding your pre-service claim. Please include the following:
  - (1) Your name and health record number;
  - (2) Your dental condition or relevant symptoms;
  - (3) The specific Service that you are requesting;
  - (4) All of the reasons why you disagree with our adverse benefit determination; and
  - (5) All supporting documents.

Your request and the supporting documents constitute your appeal. You must mail, fax, or call your appeal to us at:

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 503-813-3985  
Phone: 503-813-4480

- We will decide whether your appeal is urgent or non-urgent. If we determine that your appeal is not urgent, we will treat your appeal as non-urgent. Generally, an appeal is urgent only if using the procedure for non-urgent appeals (a) could seriously jeopardize your life or health, or your ability to regain maximum function, or (b) would, in the opinion of a physician with knowledge of your dental condition, subject you to severe pain that cannot be adequately managed without the Services you are

requesting, or (c) your attending dental care provider requests that your claim be treated as urgent.

- We will fully and fairly review all available information relevant to your appeal without deferring to prior decisions.
- We will review your appeal and give you oral or written notice of our decision as soon as your clinical condition requires, but not later than 72 hours after we receive your appeal. If we notify you of our decision orally, we will send you a written confirmation within three days after the oral notification.
- If we deny your appeal, our adverse benefit determination notice will tell you why we denied your appeal.

### **Concurrent Care Claims and Appeals**

Concurrent care claims are requests that Company continues to provide, or pay for, an ongoing course of covered treatment to be provided over a period of time or number of treatments, when the course of treatment already being received is scheduled to end. If you have any general questions about concurrent care claims or appeals, please call Member Services at 1-800-813-2000.

Unless you are appealing an urgent care claim, if we either (a) deny your request to extend your current authorized ongoing care (your concurrent care claim) or (b) inform you that authorized care that you are currently receiving is going to end early and you appeal our adverse benefit determination at least 24 hours before your ongoing course of covered treatment will end, then during the time that we are considering your appeal, you may continue to receive the authorized Services. If you continue to receive these Services while we consider your appeal and your appeal does not result in our approval of your concurrent care claim, then you will have to pay for the Services that we decide are not covered.

Here are the procedures for filing a concurrent care claim, a non-urgent concurrent care appeal, and an urgent concurrent care appeal:

#### **▪ Concurrent Care Claim**

- Tell us that you want to make a concurrent care claim for an ongoing course of covered treatment. Inform us in detail of the reasons that your authorized ongoing care should be continued or extended. Your request and any related documents you give us constitute your claim. You must submit your claim by mailing, faxing, or calling us at:

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 503-813-3985  
Phone: 503-813-4480

- If you want us to consider your claim on an urgent basis and you contact us at least 24 hours before your care ends, you may request that we review your concurrent care claim on an urgent basis. We will decide whether your claim is urgent or non-urgent. If we determine that your claim is not urgent, we will treat your claim as non-urgent. Generally, a claim is urgent only if using the procedure for non-urgent claims (a) could seriously jeopardize your life or health or your ability to regain maximum function, or (b) would, in the opinion of a physician with knowledge of your dental condition, subject you to severe pain that cannot be adequately managed without the Services you are requesting, or (c) your attending dental care provider requests that your claim be treated as urgent.
- We will review your claim, and if we have all the information we need we will make a decision within a reasonable period of time.

If you submitted your claim 24 hours or more before your care is ending, we will make our decision before your authorized care actually ends.

If your authorized care ended before you submitted your claim, we will make our decision no later than 15 days after we receive your claim.

We may extend the time for making a decision for an additional 15 days if circumstances beyond our control delay our decision, if we send you notice before the initial 15-day decision period ends.

If we tell you we need more information, we will ask you for the information before the initial decision period ends, and we will give you until your care is ending or, if your care has ended, 45 days to send us the information.

We will make our decision as soon as possible, if your care has not ended, or within 15 days after we first receive any information (including documents) we requested.

- We encourage you to send all the requested information at one time, so that we will be able to consider it all when we make our decision. If we do not receive any of the requested information (including documents) within 45 days after we send our request, we will make a decision based on the information we have within 15 days following the end of the 45-day period.
- We will send written notice of our decision to you and, if applicable, to your provider.
- If we consider your concurrent care claim on an urgent basis, we will notify you of our decision orally or in writing as soon as your clinical condition requires, but not later than 24 hours after we received your claim. If we notify you of our decision orally, we will send you written confirmation within three days after the oral notification.
- If we deny your claim (if we do not agree to provide or pay for extending the ongoing course of treatment), our adverse benefit determination notice will tell you why we denied your claim and how you can appeal.

▪ **Non-Urgent Concurrent Care Appeal**

- Within 180 days after you receive our adverse benefit determination notice, you must tell us in writing that you want to appeal our adverse benefit determination. Please include the following:
  - (1) Your name and health record number;
  - (2) Your dental condition or relevant symptoms;
  - (3) The ongoing course of covered treatment that you want to continue or extend;
  - (4) All of the reasons why you disagree with our adverse benefit determination; and
  - (5) All supporting documents.

Your request and all supporting documents constitute your appeal. You must mail or fax your appeal to us at:

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 503-813-3985

- We will fully and fairly review all available information relevant to your appeal without deferring to prior decisions.
- We will review your appeal and send you a written decision as soon as possible if your care has not ended but not later than 30 days after we receive your appeal.
- If we deny your appeal, our adverse benefit determination decision will tell you why we denied your appeal.

▪ **Urgent Concurrent Care Appeal**

- Tell us that you want to urgently appeal our adverse benefit determination regarding your urgent concurrent care claim. Please include the following:
  - (1) Your name and health record number;
  - (2) Your dental condition or relevant symptoms;
  - (3) The ongoing course of covered treatment that you want to continue or extend;
  - (4) All of the reasons why you disagree with our adverse benefit determination; and
  - (5) All supporting documents.

Your request and the supporting documents constitute your appeal. You must mail, fax, or call your appeal to us at:

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 503-813-3985  
Phone: 503-813-4480

- We will decide whether your appeal is urgent or non-urgent. If we determine that your appeal is not urgent, we will treat your appeal as non-urgent. Generally, an appeal is urgent only if using the procedure for non-urgent appeals (a) could seriously jeopardize your life or health or your ability to regain maximum function, or (b) would, in the opinion of a physician with knowledge of your dental condition, subject you to severe pain that cannot be adequately managed without the Services you are requesting; or (c) your attending dental care provider requests that your claim be treated as urgent.
- We will fully and fairly review all available information relevant to your appeal without deferring to prior decisions.
- We will review your appeal and notify you of our decision orally or in writing as soon as your clinical condition requires, but no later than 72 hours after we receive your appeal. If we notify you of our decision orally, we will send you a written confirmation within three days after the oral notification.
- If we deny your appeal, our adverse benefit determination notice will tell you why we denied your appeal.

**Post-service Claims and Appeals**

Post-service claims are requests that we pay for Services you already received, including claims for out-of-Plan Emergency Dental Care. If you have any general questions about post-service claims or appeals, please call Member Services.

Here are the procedures for filing a post-service claim and a post-service appeal:

▪ **Post-service Claim**

- Within 12 months from the date you received the Services, mail us a letter explaining the Services for which you are requesting payment. Provide us with the following:
  - (1) The date you received the Services;
  - (2) Where you received them;
  - (3) Who provided them;
  - (4) Why you think we should pay for the Services; and



(5) A copy of the bill and any supporting documents.

Your letter and the related documents constitute your claim. You may contact Member Services to obtain a claim form. You must mail your claim to the Claims Department at:

Kaiser Permanente  
National Claims Administration - Northwest  
P.O. Box 370050  
Denver, CO 80237-9998

- We will not accept or pay for claims received from you after 12 months from the date of Services, except in the absence of legal capacity.
- We will review your claim, and if we have all the information we need we will send you a written decision within 30 days after we receive your claim.

We may extend the time for making a decision for an additional 15 days if circumstances beyond our control delay our decision, if we notify you within 30 days after we receive your claim.

If we tell you we need more information, we will ask you for the information before the end of the initial 30-day decision period, and we will give you 45 days to send us the information.

We will make a decision within 15 days after we receive the first piece of information (including documents) we requested.

We encourage you to send all the requested information at one time, so that we will be able to consider it all when we make our decision.

If we do not receive any of the requested information (including documents) within 45 days after we send our request, we will make a decision based on the information we have within 15 days following the end of the 45-day period.

- If we deny your claim (if we do not pay for all the Services you requested), our adverse benefit determination notice will tell you why we denied your claim and how you can appeal.

▪ **Post-service Appeal**

- Within 180 days after you receive our adverse benefit determination, tell us in writing that you want to appeal our denial of your post-service claim. Please include the following:
  - (1) Your name and health record number;
  - (2) Your dental condition or relevant symptoms;
  - (3) The specific Services that you want us to pay for;
  - (4) All of the reasons why you disagree with our adverse benefit determination; and
  - (5) All supporting documents.

Your request and the supporting documents constitute your appeal. You must mail or fax your appeal to us at:

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 503-813-3985

- We will acknowledge your appeal in writing within seven days after we receive it.
- We will fully and fairly review all available information relevant to your appeal without deferring to

prior decisions.

- We will review your appeal and send you a written decision within 30 days after we receive your appeal.
- If we deny your appeal, our adverse benefit determination will tell you why we denied your appeal.

## Member Satisfaction Procedure

We want you to be satisfied with the Services you receive from Kaiser Permanente. We encourage you to discuss any questions or concerns about your care with your Participating Provider or another member of your dental care team. If you are not satisfied with your Participating Provider, you may request another. Contact Member Services for assistance. You always have the right to a second opinion from a qualified Participating Provider at the applicable Copayment or Coinsurance.

If you are not satisfied with the Services received at a particular Participating Dental Office, or if you have a concern about the personnel or some other matter relating to Services and wish to file a complaint, you may do so by following one of the procedures listed below.

- Contact the administrative office in the Participating Dental Office where you are having the problem.
- Calling Member Services at 503-813-2000; or
- Sending your written complaint to Member Relations at:

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 NE Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 503-813-3985

All complaints are handled in a confidential manner.

After you notify us of a complaint, this is what happens:

- A representative reviews the complaint and conducts an investigation, verifying all the relevant facts.
- The representative or a Participating Provider evaluates the facts and makes a recommendation for corrective action, if any.
- When you file a complaint, we will respond within 30 calendar days, unless additional information is required.

We want you to be satisfied with our Participating Dental Offices, Services, and Participating Providers. Using this Member satisfaction procedure gives us the opportunity to correct any problems that keep us from meeting your expectations and your dental care needs. If you are dissatisfied for any reason, please let us know.

## Additional Review

You may have certain additional rights if you remain dissatisfied after you have exhausted our internal claims and appeals procedures. If you are enrolled through a plan that is subject to the Employee Retirement Income Security Act (ERISA), you may file a civil action under section 502(a) of the federal ERISA statute. To understand these rights, you should check with your benefits office or contact the Employee Benefits Security Administration (part of the U.S. Department of Labor) at 1-866-444-EBSA (3272). Alternatively, if your plan is not subject to ERISA (for example, most state or local government plans and church plans or all individual plans), you may have a right to request review in state court.

## TERMINATION OF MEMBERSHIP

If your membership terminates, all rights to benefits end at 11:59 p.m. on the termination date. In addition, Dependents' memberships end at the same time the Subscribers' membership ends.

You will be billed as a non-member for any Services you receive after your membership termination date. Company, Participating Providers, and Participating Dental Offices have no further liability or responsibility under this *EOC* after your membership terminates.

### Termination due to Loss of Eligibility

You and your Dependents must remain eligible to maintain your Group coverage. You must immediately report to your Group any changes in eligibility status, such as a Spouse's divorce or a Dependent's reaching the Dependent Limiting Age. If you no longer meet the eligibility requirements outlined in the Oregon Administrative Rules under OAR 111-015-0001, confirm with your Group's benefits administrator when your membership will end.

### Termination for Cause

If you or any other Member in your Family commits one of the following acts, we may terminate your membership by sending written notice to the Subscriber at least 31 days before the membership termination date:

- You abuse or threaten the safety of Company personnel or of any person or property at a Participating Dental Office;
- You fail to comply with the provisions of the *EOC*.
- You knowingly commit fraud and intentional misrepresentation in connection with membership, Company, or a Participating Provider. Some examples of fraud include:
  - Misrepresenting eligibility information about yourself or a Dependent.
  - Presenting an invalid prescription or dental order.
  - Intentionally misusing a Company ID card (or letting someone else use your ID card to obtain Services while pretending to be you).
  - Giving us incorrect or incomplete material information.
  - Failing to notify us of changes in Family status or Medicare coverage that may affect your eligibility or benefits.
- We may report fraud and other illegal acts to the authorities for prosecution.

If we terminate your membership for cause, we will:

- Refund any amounts we owe your Group for Premium paid for the period after the termination date.
- Pay you any amounts we have determined that we owe you for claims during your membership.

We may deduct any amounts you owe Company, Participating Providers or Participating Dental Offices from any payment we make to you.

If your coverage is terminated for any of the above reasons, you have the right to file an appeal. For more information, please contact Member Services.

### Termination of the *Group Benefits Contract*

If your Group's *Group Benefits Contract* with us terminates for any reason, your membership ends on the same date. The Group is required to notify Subscribers in writing if the *Group Benefits Contract* terminates.

## **Termination of a Product or All Products**

We may terminate a particular product, or all products offered in a small or large group market as permitted by law. If we discontinue offering a particular product in a market, we will terminate the particular product upon 90 days prior written notice to you. If we discontinue offering all products to groups in a small or large group market, as applicable, we may terminate the *Group Benefits Contract* upon 180 days prior written notice to you.

## **CONTINUATION OF MEMBERSHIP**

The Oregon Educators Benefit Board (OEBB) continuation of membership rules are governed under provisions of OEBB's Administrative Rules, OAR 111-050-0001.

## **MISCELLANEOUS PROVISIONS**

### **Administration of *EOC***

We may adopt reasonable policies, procedures, and interpretations to promote orderly and efficient administration of this *EOC*.

### ***EOC* Binding on Members**

By electing coverage or accepting benefits under this *EOC*, all Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, agree to all provisions of this *EOC*.

### **Amendment of *Group Benefits Contract***

Your Group's *Group Benefits Contract* with us will change periodically. If these changes affect this *EOC*, your Group is required to make revised materials available to you.

### **Applications and Statements**

You must complete any applications, forms, or statements that we request in our normal course of business or as specified in this *EOC*. In the absence of fraud, all statements made by an applicant, Group, or Subscriber shall be deemed representations and not warranties. No statement made for the purpose of effecting coverage shall void coverage or reduce benefits unless contained in a written instrument signed by the Group or Subscriber, a copy of which has been furnished to the Group or Subscriber.

### **Assignment**

You may not assign this *EOC* or any of the rights, interests, claims for money due, benefits, or obligations hereunder without our prior written consent.

### **Attorney Fees and Expenses**

In any dispute between a Member and Company or Participating Providers or Participating Dental Offices, each party will bear its own attorney fees and other expenses, except as otherwise required by law.

### **Governing Law**

Except as preempted by federal law, this *EOC* will be governed in accord with Oregon law and any provision that is required to be in this *EOC* by state or federal law shall bind Members and Company whether or not the provision is set forth in this *EOC*.

### **Group and Members not Company Agents**

Neither your Group nor any Member is the agent or representative of Company.

## **No Waiver**

Our failure to enforce any provision of this *EOC* will not constitute a waiver of that or any other provision, or impair our right thereafter to require your strict performance of any provision.

## **Nondiscrimination**

We do not discriminate in our employment practices or in the delivery of Services on the basis of race, ethnicity, nationality, actual or perceived gender, age, physical or mental disability, sexual orientation, genetic information, or religion.

## **Notices**

We will send our notices to you to the most recent address we have for the Subscriber. The Subscriber is responsible for notifying us of any change of address. Subscribers who move should call Member Services as soon as possible to give us their new address.

## **Overpayment Recovery**

We may recover any overpayment we make for Services from anyone who receives an overpayment, or from any person or organization obligated to pay for the Services.

## **Privacy Practices**

Kaiser Permanente will protect the privacy of your protected health information (PHI). We also require contracting providers to protect your PHI. Your PHI is individually identifiable information about your health, health care Services you receive, or payment for your health care. You may generally see and receive copies of your PHI, correct or update your PHI, and ask us for an accounting of certain disclosures of your PHI.

We may use or disclose your PHI for treatment, payment, health research, and health care operations purposes, such as measuring the quality of Services. We are sometimes required by law to give PHI to others, such as government agencies or in judicial actions. In addition, Member-identifiable health information is shared with your Group only with your authorization or as otherwise permitted by law. We will not use or disclose your PHI for any other purpose without your (or your representative's) written authorization, except as described in our Notice of Privacy Practices (see below). Giving us this authorization is at your discretion.

This is only a brief summary of some of our key privacy practices. Our Notice of Privacy Practices, which provides additional information about our privacy practices and your rights regarding your PHI, is available and will be furnished to you upon request. To request a copy, call Member Services. You can also find the notice at your local Participating Dental Office or on our website at [kp.org/dental/nw](http://kp.org/dental/nw).

## **Unusual Circumstances**

We will do our best to provide or arrange for your dental care needs in the event of unusual circumstances that delay or render impractical the provision of Services under this *EOC*, such as major disaster, epidemic, war, riot, civil insurrection, disability of a large share of personnel at a Participating Dental Office, complete or partial destruction of Facilities, and labor disputes. However, in these circumstances, neither we, nor any Participating Dental Office facilities, or any Participating Provider shall have any liability or obligation because of a delay or failure to provide these Services. In the case of a labor dispute involving Company, we may postpone non-Emergency Dental Care until after resolution of the labor dispute.

# NONDISCRIMINATION STATEMENT AND NOTICE OF LANGUAGE ASSISTANCE

## Nondiscrimination Notice

Kaiser Foundation Health Plan of the Northwest (Kaiser Health Plan) complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Kaiser Health Plan does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex. We also:

- Provide no cost aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats, such as large print, audio, and accessible electronic formats
- Provide no cost language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, call 1-800-813-2000 (TTY: 711)

If you believe that Kaiser Health Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by mail or phone at:

Member Relations Department  
Attention: Kaiser Civil Rights Coordinator  
500 NE Multnomah St. Ste 100  
Portland, OR 97232-2099  
Phone: 1-800-813-2000

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

U.S. Department of Health and Human Services  
200 Independence Avenue SW  
Room 509F, HHH Building  
Washington, DC 20201  
Phone: 1-800-368-1019  
TDD: 1-800-537-7697

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

## Help in Your Language

**ATTENTION:** If you speak English, language assistance services, free of charge, are available to you. Call **1-800-813-2000** (TTY: **711**).

**አማርኛ (Amharic) ማስታወሻ:** የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘጋጅተዋል። ወደ ሚክተለው ቁጥር ይደውሉ **1-800-813-2000** (TTY: **711**)።

**العربية (Arabic) ملحوظة:** إذا كنت تتحدث العربية، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم **(711 : TTY) 1-800-813-2000**.

**中文 (Chinese) 注意:** 如果您使用繁體中文，您可以免費獲得語言援助服務。請致電**1-800-813-2000** (TTY: **711**)。

**فارسی (Farsi) توجه:** اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با **1-800-813-2000 (TTY: 711)** تماس بگیرید.

**Français (French) ATTENTION:** Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le **1-800-813-2000 (TTY: 711)**.

**Deutsch (German) ACHTUNG:** Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung.  
Rufnummer: **1-800-813-2000 (TTY: 711)**.

**日本語 (Japanese) 注意事項:** 日本語を話される場合、無料の言語支援をご利用いただけます。  
**1-800-813-2000 (TTY: 711)** まで、お電話にてご連絡ください。

**ខ្មែរ (Khmer) ប្រយ័ត្ន:** បើសិនជាអ្នកនិយាយ ភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសា ដោយមិនគិតថ្លៃ គឺអាចមានសរាប់បំរើអ្នក។ ចូរ ទូរស័ព្ទ **1-800-813-2000 (TTY: 711)**។

**한국어 (Korean) 주의:** 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. **1-800-813-2000 (TTY: 711)** 번으로 전화해 주십시오.

**ລາວ (Laotian) ໂປດຊາບ:** ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທ 1-800-813-2000 (TTY: 711).

**Naabeehó (Navajo) Díí baa akó nínízin:** Díí saad bee yáníłti'go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jiik'eh, éí ná hóló, koji' hódíłnih **1-800-813-2000 (TTY: 711)**.

**Afaan Oromoo (Oromo) XIYYEEFFANNAA:** Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa **1-800-813-2000 (TTY: 711)**.

**ਪੰਜਾਬੀ (Punjabi) ਧਿਆਨ ਦਿਓ:** ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ। **1-800-813-2000 (TTY: 711)** 'ਤੇ ਕਾਲ ਕਰੋ।

**Română (Romanian) ATENȚIE:** Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la **1-800-813-2000 (TTY: 711)**.

**Русский (Russian) ВНИМАНИЕ:** если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните **1-800-813-2000 (TTY: 711)**.

**Español (Spanish) ATENCIÓN:** si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al **1-800-813-2000 (TTY: 711)**.

**Tagalog (Tagalog) PAUNAWA:** Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad.  
Tumawag sa **1-800-813-2000 (TTY: 711)**.

**ไทย (Thai) เรียน:** ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร **1-800-813-2000 (TTY: 711)**.

**Українська (Ukrainian) УВАГА!** Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером **1-800-813-2000 (TTY: 711)**.

**Tiếng Việt (Vietnamese) CHÚ Ý:** Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số **1-800-813-2000 (TTY: 711)**.