

**2023**

# **Oregon Group Dental Plan**

City of Salem

Delta Dental Premier Incentive Plan

January 1, 2023

Group Number 10000159

Delta Dental Plan of Oregon provides dental claims payment services only and does not assume financial risk or obligation with respect to payment of claims

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## **SECTION 1. WELCOME**

This handbook will give you important information about the Plan's benefits, limitations and procedures. It does not waive any of the conditions of the Plan as set out in the Plan Document. The Plan is self-funded and the Group has contracted with Delta Dental Plan of Oregon to provide claims and other administrative services.

If you have questions, call one of the numbers listed in section 2.1 or use the tools and resources on your Member Dashboard at [www.deltadentalor.com](http://www.deltadentalor.com). You can use it 24 hours a day, 7 days a week to get your plan information whenever it is convenient.

This handbook may be changed or replaced at any time without your agreement. You can find the most current handbook on your Member Dashboard. All plan provisions are governed by the Group's agreement with Delta Dental. This handbook may not contain every plan provision.

We may monitor telephone conversations and email communications you have with us. We will only do this when Delta Dental determines there is a legitimate business purpose for doing so.

## **SECTION 2. MEMBER RESOURCES**

### **2.1 CONTACT INFORMATION**

**Delta Dental Website** (log in to your **Member Dashboard**)

www.DeltaDentalOR.com

Includes many helpful features, such as Find Care (use to find a participating dentist)

**Dental Customer Service Department**

Toll-free 888-217-2365

En español 877-299-9063

**Telecommunications Relay Service** for the hearing impaired

711

**Delta Dental**

P.O. Box 40384

Portland, Oregon 97240

### **2.2 MEMBERSHIP CARD**

After enrolling, you will receive ID (identification) cards that will include your group and identification numbers. Show your card each time you receive services. You may go to your Member Dashboard or contact Customer Service to replace a lost ID card.

### **2.3 NETWORK**

See Network Information (section 3.1) for details about how networks work.

**Dental network**

Delta Dental Premier

### **2.4 OTHER RESOURCES**

Additional member resources providing general information about the Plan can be found in section 11, section 13 and section 15.

## **SECTION 3. USING THE PLAN**

For questions about the Plan, you should contact Customer Service. This handbook describes the benefits of the Plan. It is your responsibility to review this handbook carefully and to be aware of the Plan's limitations and exclusions.

At a first appointment, you should tell the dentist that you have dental benefits administered by Delta Dental. You will need to provide your identification number and Delta Dental group number to the dentist. These numbers are located on your ID card.

### **3.1 NETWORK INFORMATION**

Delta Dental plans are easy to use and cost effective. If you choose a participating Delta Dental Premier dentist from the Delta Dental Premier Dental Directory (available on your Member Dashboard by using Find Care), all of the paperwork takes place between Delta Dental and the dentist's office. Over 80% of all licensed dentists in Oregon are participating Delta Dental Premier dentists. For members outside Oregon, Delta Dental's national affiliation with Delta Dental Plans Association provides offices and/or contacts in every state. Also, dental claims incurred any place in the world may be processed in Oregon.

If you need dental care, you may go to any dental office. However, there are differences in reimbursement by the Plan for participating Delta Dental Premier dentists and non-participating dentists or dental care providers. While you may choose the services of any dentist, Delta Dental does not guarantee the availability of any particular dentist.

#### **3.1.1 Non-Participating Dentists**

Payment to a non-participating dentist or dental care provider is paid at the applicable coinsurance and is limited to the PPO fee schedule. The allowable fee in states other than Oregon will be that state's Delta Affiliate's non-participating dentist allowance. You may have to pay the difference between the maximum allowed amount and the billed charge.

### **3.2 PREDETERMINATION OF BENEFITS**

For expensive treatment plans, Delta Dental provides a predetermination service. The dentist may submit a predetermination request to get an estimate of what the Plan would pay. The predetermination will be processed according to the Plan's current benefits and returned to the dentist. You and your dentist should review the information before beginning treatment.

## SECTION 4. BENEFITS AND LIMITATIONS

The Plan covers the services listed when performed by a dentist or dental care provider (licensed dentist or licensed hygienist), and only when determined to be necessary and customary by the standards of generally accepted dental practice for the prevention or treatment of oral disease or for accidental injury. Delta Dental's dental consultants and dental director determine these standards.

Payment of covered expenses is always limited to the maximum plan allowance. Benefits will never be paid for services provided beyond the scope of a dentist's or dental care provider's license, certificate or registration. Services covered by your medical plan will not be covered on this Plan except when related to an accident.

Covered dental services are grouped in 4 classes starting with preventive care and advancing into basic and major dental procedures. Limitations may apply to these services and are noted below. See section 6 for exclusions.

Covered services, when generally accepted dental practices and standards determine they can be safely and effectively provided using teledentistry (audio, video or both), are covered when provided by a provider using such telephone or internet conferencing. The application and technology used must meet all state and federal standards for privacy and security of protected health information.

All annual or per year benefits or cost sharing accrue based on a calendar year (January 1 through December 31) or portion thereof. Frequency limitations are calculated from the previous date of service or initial placement, unless otherwise specified.

**Deductible: \$0**

**Annual maximum plan payment limit: \$1,000**

Per member per year, or portion thereof.

All covered services except orthodontia apply to the annual maximum plan payment limit.

Members are responsible for expenses that exceed the annual maximum plan payment limit.

The benefit amounts described for each Class below apply the first year you are covered. Payment increases by 10% each successive year. To qualify for this increase, you must visit the dentist at least once during the year. Failure to do so will cause a 10% reduction in payment for the next year, although payment will never drop below the starting percentage.

Class I, Class II, and Class III services will be paid at 100% at the end of the 3rd and subsequent years, assuming the member visits the dentist at least once each calendar year.

There is no 10% increase provision for Class IV services.



**4.1 CLASS I:  
COVERED SERVICES PAID AT 70% OF THE MAXIMUM PLAN ALLOWANCE IN THE FIRST YEAR A  
MEMBER IS COVERED**

**4.1.1 Diagnostic**

**a. Diagnostic Services:**

- i. Examination
- ii. Consultations for covered dental procedures
- iii. Intra-oral x-rays to assist in determining required dental treatment.

**b. Diagnostic Limitations:**

- i. Periodic (routine) or comprehensive examinations (including problem focused comprehensive examinations) or consultations are covered twice per year
- ii. Limited examinations or re-evaluations are covered twice per year
- iii. Complete series x-rays or a panoramic film is covered once in any 5-year period
- iv. Supplementary bitewing x-rays are covered once per year
- v. Separate charges for review of a proposed treatment plan or for diagnostic aids such as study models and certain lab tests are not covered
- vi. Only the following x-rays are covered by the Plan: complete series or panoramic, periapical, occlusal, and bitewing

**4.1.2 Preventive**

**a. Preventive Services:**

- i. Prophylaxis (cleanings)
- ii. Periodontal maintenance
- iii. Topical application of fluoride
- iv. Interim caries arresting medicament application
- v. Sealants
- vi. Space maintainers

**b. Preventive Limitations:**

- i. Prophylaxis (cleaning) or periodontal maintenance is covered twice per year.† Additional periodontal maintenance is covered for members with periodontal disease, up to a total of 2 additional periodontal maintenances per year.
- ii. Adult prophylaxis is only covered for members age 12 and over. Child prophylaxis is covered for members under age 12.
- iii. Topical application of fluoride is covered once in any 6-month period for members under age 19. For members age 19 and over, topical application of fluoride is covered once in any 6-month period if there is recent history of periodontal surgery or high risk of decay due to medical disease or chemotherapy or similar type of treatment (poor diet or oral hygiene does not constitute a medical disease).
- iv. Interim caries arresting medicament application is covered twice per tooth per year.
- v. Sealant benefits are limited to the unrestored occlusal surfaces of permanent molars. Benefits will be limited to one sealant per tooth during any 5-year period.

- vi. Space maintainers are a benefit for one space per quadrant for members under age 14. Space maintainers for primary anterior teeth, missing permanent teeth or for members 14 and over are not covered.

†Additional cleaning benefit is available if you have diabetes or are in the third trimester of pregnancy. To be eligible for this additional benefit, you must be enrolled in the Oral Health, Total Health program (see section 5.1).

## **4.2 CLASS II:**

**COVERED SERVICES PAID AT 70% OF THE MAXIMUM PLAN ALLOWANCE IN THE FIRST YEAR A MEMBER IS COVERED**

### **4.2.1 Restorative**

#### **a. Restorative Services:**

- i. Amalgam fillings and composite fillings for the treatment of decay
- ii. Stainless steel crowns

#### **b. Restorative Limitations:**

- i. Restorations are not covered within 2 months of interim caries arresting medicament application.
- ii. Inlays are considered an optional service. An alternate benefit of a composite filling will be provided.
- iii. Crown buildups are considered to be included in the crown restoration cost. A buildup will be a benefit only if necessary for tooth retention.
- iv. Prefabricated and indirectly fabricated post and core in addition to a crown are only covered when less than half of the coronal (above the gum) tooth structure remains.
- v. Replacement of a stainless steel crown by the same dentist within a 2-year period of placement is not covered. The replacement is included in the charge for the original crown.
- vi. Additional limitations when teeth are restored with crowns or cast restorations are in section 4.3.1.

### **4.2.2 Oral Surgery**

#### **a. Oral Surgery Services:**

- i. Extractions (including surgical)
- ii. Other minor surgical procedures

#### **b. Oral Surgery Limitations:**

- i. A separate, additional charge for alveoplasty done in conjunction with removal of teeth is not covered.
- ii. Surgery on larger lesions or malignant lesions is not considered minor surgery.
- iii. A separate charge for post-operative care done within 30 days following an oral surgery is not covered. Post-operative care is included in the charge of the original surgery.

- iv. Brush biopsy is covered once in any 6-month period. Benefits are limited to the sample collection and do not include coverage for pathology (lab) services.

#### **4.2.3 Endodontic**

##### **a. Endodontic Services:**

- i. Procedures for treatment of teeth with diseased or damaged nerves (for example, pulpal therapy and root canal filling).

##### **b. Endodontic Limitations:**

- i. A separate charge for cultures is not covered.
- ii. A separate charge for pulp removal done with a root canal or root repair is not covered.
- iii. A separate charge for pulp capping is not covered. Pulp capping is considered to be included in the fee for the final restoration.
- iv. Retreatment of the same tooth by the same dentist within a 2-year period of a root canal is not eligible for additional coverage. The retreatment is included in the charge for the original care.
- v. A subsequent retrograde filling by the same dentist within a 2-year period of the initial retrograde filling is not covered.

#### **4.2.4 Periodontic**

##### **a. Periodontic Services:**

- i. Treatment of diseases of the gums and supporting structures of the teeth and/or implants.

##### **b. Periodontic Limitations:**

- i. Periodontal scaling and root planing is limited to once per quadrant in any 2-year period.
- ii. Periodontal maintenance is covered under Class I, Preventive.
- iii. A separate charge for post-operative care done within 6 months following periodontal surgery is not covered.
- iv. Osseous surgery is covered for a maximum of 2 quadrants per visit.
- v. Bone replacement grafts are covered once per quadrant in a 3-year period.
- vi. Additional periodontal surgical procedures by the same dentist to the same site within a 3-year period of an initial periodontal surgery are not covered.
- vii. Full mouth debridement is limited to once in a 2-year period and, if the member is age 19 or older, only if there has been no cleaning (prophylaxis, periodontal maintenance) within a 2-year period.

#### **4.2.5 Anesthesia Services**

##### **a. General anesthesia or IV sedation**

Covered only:

- i. In conjunction with covered surgical procedures performed in a dental office
- ii. When necessary due to concurrent medical conditions

### **4.3 CLASS III:**

**COVERED SERVICES PAID AT 70% OF THE MAXIMUM PLAN ALLOWANCE IN THE FIRST YEAR A MEMBER IS COVERED**

#### **4.3.1 Restorative**

**a. Restorative Services:**

- i. Cast restorations, such as crowns, onlays or lab veneers, necessary to restore decayed or broken teeth to a state of functional acceptability.

**b. Restorative Limitations:**

- i. Cast restorations (including pontics) are covered once in a 7-year period on any tooth. See 4.2.1 for limitations on buildups.
- ii. Porcelain restorations are considered cosmetic dentistry if placed on the upper second or third molars or the lower first, second or third molars. Coverage is limited to gold without porcelain, and the member is responsible for paying the difference.
- iii. If a tooth can be restored by an amalgam or composite filling, but another type of restoration is selected by the member or dentist, covered expense will be limited to a composite. Crowns are only a benefit if the tooth cannot be restored by a routine filling.
- iv. Restorations are not covered within 2 months of interim caries arresting medicament application.
- v. A separate, additional charge for repair of a restoration done within 2 years of the original restoration is not covered.

### **4.4 CLASS IV:**

**COVERED SERVICES PAID AT 50% OF THE MAXIMUM PLAN ALLOWANCE**

#### **4.4.1 Prosthodontic**

**a. Prosthodontic Services:**

- i. Bridges
- ii. Partial and complete dentures
- iii. Denture relines
- iv. Repair of an existing prosthetic device
- v. Implants and implant maintenance
- vi. Surgical stent in conjunction with a covered surgical procedure

**b. Prosthodontic Limitations:**

- i. A bridge or a full or partial denture will be covered once in a 7-year period and only if the tooth, tooth site, or teeth involved have not received a cast restoration benefit in the last 7 years.
- ii. Full, immediate and overdentures: If personalized or specialized techniques are used, the covered amount will be limited to the cost for a standard full denture. Temporary (interim or provisional) complete dentures are not covered.

- iii. Partial dentures: If a specialized or precision device is used, covered expense will be limited to the cost of a standard cast partial denture. No payment is provided for cast restorations for partial denture retainer teeth unless the tooth requires a cast restoration due to being decayed or broken.
- iv. Denture adjustments, repairs, and relines: A separate, additional charge for denture adjustments, repairs and relines done within 6 months after the initial placement is not covered. Subsequent relines are covered once per denture in a 12-month period.
- v. Tissue conditioning is covered no more than twice per denture in a 3-year period.
- vi. Surgical placement and removal of implants are covered. Implant placement and implant removal are limited to once per lifetime per tooth space. Scaling and debridement of an implant is covered once in a 2-year period. Implant maintenance is limited to once every 3 years. The Plan will also cover:
  - A. The final crown and implant abutment over a single implant. This benefit is limited to once per tooth or tooth space over the lifetime of the implant; or
  - B. Provide 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; or
  - C. The final implant-supported bridge retainer and implant abutment, or pontic. The benefit is limited to once per tooth or tooth space over the lifetime of the implant.
  - D. Implant-supported bridges are not covered if 1 or more of the retainers is supported by a natural tooth.
  - E. These benefits or alternate benefits are not provided if the tooth, implant, or tooth space received a cast restoration or prosthodontic benefit, including a pontic, within the previous 7 years.
- vii. The re-cement or re-bond of an implant or abutment supported crown or fixed partial denture is limited to once in a 12-month period.
- viii. Fixed bridges or removable cast partial dentures are not covered for members under age 16.
- ix. Porcelain restorations are considered cosmetic if placed on the upper second or third molars or the lower first, second, or third molars. Coverage is limited to a corresponding metallic prosthetic. The member is responsible for paying the difference.
- x. Prosthodontics are not covered within 2 months of interim caries arresting medicament application.

#### **4.4.2 Other**

##### **a. Other Services:**

- i. Athletic mouthguard
- ii. Nightguard (Occlusal guard)
- iii. Orthodontia, including placement of a device to facilitate eruption of an impacted tooth, for correcting malocclusioned teeth when necessity is established through an in-person clinical examination of the member

**b. Other Limitations:**

- i. An athletic mouthguard is covered once in any 12-month period for members age 15 and under and once in any 2-year period for age 16 and over. These time periods are calculated from the previous date of service. Over-the-counter athletic mouthguards are excluded.
- ii. A nightguard (occlusal guard) is covered once every 5-year period at 100% up to \$150 maximum with no deductible. Members are responsible for any amount above the \$150 maximum. Repair or reline and adjustment of occlusal guard is covered once every 12-month period. Over-the-counter nightguards are excluded.
- iii. Lifetime maximum of \$1,000 per member for orthodontic services. This maximum is not included in the annual maximum plan payment limit. Any deductible is waived.
- iv. Pre-orthodontic treatment exam is part of the comprehensive orthodontic treatment plan.
- v. Self-administered orthodontics are not covered.
- vi. Payment for orthodontia will end when treatment stops for any reason prior to completion, or upon termination of eligibility or of the Plan. If treatment began before the member was eligible under the Plan, Delta Dental will base its obligation on the balance of the dentist's normal payment pattern. The orthodontic maximum will apply to this amount.
- vii. A separate charge for a retainer, or the repair or replacement of an appliance furnished under the Plan is not covered
- viii. A separate charge for translation or sign language service is not covered. Translation or sign language service is included in the fees for overall patient management

#### **4.5 GENERAL LIMITATION – OPTIONAL SERVICES**

If a more expensive treatment than is functionally adequate is performed, the Plan will pay the applicable percentage of the maximum plan allowance for the least costly treatment. You will be responsible for the remainder of the dentist's fee.

## **SECTION 5. ORAL HEALTH, TOTAL HEALTH BENEFITS**

Visiting a dentist on a regular basis and keeping the mouth healthy is critical to keeping the rest of the body healthy. Studies have shown a relationship between periodontal disease, bacteria in the mouth, and various health problems including pre-term, low birth weight babies and diabetes.

### **5.1 ORAL HEALTH, TOTAL HEALTH BENEFITS**

The Plan offers a Delta Dental program that provides additional cleanings (prophylaxis or periodontal maintenance) for members based on this evidence. This benefit is for the cleaning only. Coverage for a routine exam and other services is subject to the frequency limitations outlined in section 4.

#### **5.1.1 Diabetes**

If you have diabetes, elevated blood sugar levels can have a negative effect on your oral health. Diabetes increases the risk of cavities, gum disease, tooth loss, dry mouth and infection. Poor oral health can make diabetes more difficult to manage. Infections may cause blood sugar to rise and require more insulin to keep it under control. Research confirms that regular visits to the dentist may help in the diagnosis and management of diabetes.

Diabetic members are eligible for a total of 4 cleanings per year.

#### **5.1.2 Pregnancy**

Keeping the mouth healthy during a pregnancy is important for a member and the baby. According to the American Dental Association, pregnant women who have periodontal (gum) disease are more likely to have a baby that is born too early and too small.

Research suggests that periodontal disease triggers increased levels of biological fluids that induce labor. Data also suggests that women whose periodontal condition worsens during pregnancy have an even higher risk of having a premature baby. Dental visits during a woman's third trimester of pregnancy may help prevent pre-term, low birth weight babies.

You should talk to your dentist about scheduling a routine cleaning or periodontal maintenance during the third trimester of pregnancy. Pregnant members are eligible for a cleaning in the third trimester of pregnancy regardless of when they had a previous cleaning.

### **5.2 HOW TO ENROLL**

Enrolling in the Oral Health, Total Health program is easy. To enroll, contact Customer Service or complete and return the Oral Health, Total Health enrollment form found on your Member Dashboard. Members with diabetes must include proof of diagnosis.

## **SECTION 6. EXCLUSIONS**

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

### **Analgesics**

Substances used for pain relief

### **Anesthesia or Sedation**

Local anesthetics, nitrous oxide, general anesthesia and/or IV sedation except as stated in section 4.2.5

### **Behavior Management**

Additional services, time or assistance to control the actions of a member

### **Benefits Not Stated**

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

### **Congenital or Developmental Malformations**

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

### **Coping**

A thin covering over the visible part of a tooth, usually without anatomic conformity

### **Cosmetic Services**

Services and supplies for the primary purpose of improving or changing appearance, such as tooth bleaching and enamel microabrasion

### **Duplication and Interpretation of X-rays or Records**

### **Experimental or Investigational Procedures**

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

### **Facility Fees**

Including additional fees charged by the dentist for hospital, extended care facility or home care treatment.

### **Gnathologic Recordings**

Services to observe the relationship of opposing teeth, including occlusion analysis

### **Hypnosis**



**Illegal Acts**

Services and supplies for treatment of an injury or condition caused by or arising directly from a member's illegal act. This includes any expense caused by or arising out of illegal acts related to riot, declared or undeclared war, including civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force or usurped power by any government, military or other authority.

**Inmates**

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

**Instructions or Training**

Including tobacco cessation counseling, plaque control and oral hygiene or dietary instruction

**Localized Delivery of Antimicrobial Agents**

Time released antibiotics to remove bacteria from below the gumline

**Maxillofacial Prosthetics**

Except for surgical stents as stated in section 4.3.4

**Medications****Missed Appointment Charges****Never Events**

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

**Over the Counter**

Including over the counter occlusal guards and athletic mouthguards

**Periodontal Charting**

Measuring and recording the space between a tooth and the gum tissue

**Precision Attachments**

Devices to stabilize or retain a prosthesis when seated in the mouth

**Rebuilding or Maintaining Chewing Surface; Stabilizing Teeth**

Including services only to prevent wear or protect worn or cracked teeth, except occlusal or athletic mouthguards as provided in section 4.3.5. Excluded services include increasing vertical dimension, equilibration, and periodontal splinting.

**Self-Treatment**

Services you provide to yourself

### **Service Related Conditions**

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

### **Services on Tongue, Lip, or Cheek**

#### **Services Otherwise Available**

Including those services or supplies:

- a. compensable under workers' compensation or employer's liability laws
- b. provided by any city, county, state or federal law, except for Medicaid coverage
- c. provided without cost to the member by any municipality, county or other political subdivision or community agency, except to the extent that such payments are insufficient to pay for the applicable covered dental services provided under the Plan
- d. provided under separate contracts that are used to provide coordinated coverage for covered persons in a group and are considered parts of the same plan

### **Taxes**

#### **Teledentistry Fees**

A separate charge for teledentistry is not covered. Teledentistry is covered in the normal charge for the service.

#### **Third Party Liability Claims**

Services and supplies for treatment of illness or injury for which a third party is or may be responsible, to the extent of any recovery received from or on behalf of the third party (see section 9.3.2)

#### **TMJ**

Treatment of any disturbance of the temporomandibular joint (TMJ)

#### **Treatment After Coverage Ends**

Except for cast restorations and prosthodontic services that were ordered and fitted while still eligible, and then only if such items are cemented within 31 days after your eligibility ends. This exception is not applicable if the Group transfers its plan to another administrator.

#### **Treatment Before Coverage Begins**

#### **Treatment Not Dentally Necessary**

Including services:

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

#### **Treatment of Closed Fractures**

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## **EXCLUSIONS**

## **SECTION 7. ELIGIBILITY**

The date you become eligible may be different than the date coverage begins (see section 8.5).

### **7.1 SUBSCRIBER**

All employees hired in an authorized position are eligible for the dental care program in accordance with the requirements set forth in the contract with the City of Salem.

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

You must tell us and the Group if your address changes.

### **7.2 DEPENDENTS**

If dependent coverage has been arranged, the following persons are also eligible:

- a. Your legal spouse or domestic partner
- b. Your children are eligible until their 26th birthday

Children eligible due to a court or administrative order are also subject to the Plan's child age limit.

In this plan, eligible children are:

- a. The biological or adopted child of a subscriber or a subscriber's eligible spouse or domestic partner
- b. Children placed for adoption with a subscriber. Adoption paperwork must be provided
- c. A newborn child of an enrolled dependent for the first 31 days of the newborn's life
- d. Children related to a subscriber by blood or marriage for whom the subscriber is the legal guardian. A court order showing legal guardianship must be provided to the City of Salem

A subscriber's child who has sustained a disability making them physically or mentally incapable of self-support is eligible for coverage even though they are over 26 years old. If the child is eligible for overage coverage under the medical plan, they are also eligible under this dental plan. If the medical coverage is not through Moda Health, the subscriber must submit the medical carrier's determination that the child is eligible for overage coverage to Delta Dental at least 45 days before the child's 26<sup>th</sup> birthday to avoid a break in coverage.

### **7.3 QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMCSO)**

The Plan will cover a child of an eligible employee who has a right to enrollment due to a qualified medical child support order (QMCSO). The Plan has detailed procedures for determining whether

an order qualifies as a QMCSO. A copy of such procedures is available from the Group without charge.

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

## **7.4 NEW DEPENDENTS**

A new dependent may cause a premium increase. Premiums will be adjusted accordingly and will apply from the date coverage is effective. If payment is required but not received, the dependent will not be covered.

If you marry or register a domestic partnership, your spouse or domestic partner and their children are eligible to enroll as of the date of the marriage or registration. If you file a Declaration of Domestic Partnership with the Group, your domestic partner and their children are eligible for coverage.

Your newborn child is eligible from birth. Your adopted child, or child placed for adoption, will be eligible on the date of placement. To enroll a new child, an application and payment must be submitted. When a premium increase is required, the application and payment must be submitted within 31 days. If an application and any required payment is not received, the child will not be covered. Proof of legal guardianship will be required for coverage of a grandchild beyond the first 31 days from birth.

## **SECTION 8. ENROLLMENT**

### **8.1 ENROLLING ELIGIBLE EMPLOYEES**

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

You must notify the Group and us of any change of address.

### **8.2 ENROLLING NEW DEPENDENTS**

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

### **8.3 OPEN ENROLLMENT**

If you and/or any eligible dependents are not enrolled within 31 days of first becoming eligible, you must wait for the next open enrollment period to enroll unless:

- a. You qualify for special enrollment as described in section 8.4
- b. A court has ordered you to provide coverage for a spouse or minor child under the subscriber's insurance plan and a request for enrollment is made within 30 days after the court order is issued

Open enrollment occurs once a year at renewal.

### **8.4 SPECIAL ENROLLMENT RIGHTS**

If you lose other coverage or become eligible for a premium assistance subsidy, you have special enrollment rights. Special enrollment applies to both the eligible employee and their dependent if neither is enrolled under the Plan, and either one loses other coverage or becomes eligible for a premium assistance subsidy.

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

#### **8.4.1 Loss of Other Coverage**

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

- a. You stated in writing that you already had dental coverage when this Plan was first offered to you

- b. You ask to enroll no more than 31 days after your prior coverage ended (except for event iv. below, which allows up to 60 days)
- c. You have a qualifying event. These are:
  - i. Your prior coverage was under a COBRA continuation provision and the coverage under such provision was exhausted
  - ii. Your prior coverage ended as a result of loss of eligibility for the coverage. Examples of when coverage under a plan may be lost include:
    - A. legal separation or divorce
    - B. loss of dependent status per plan terms
    - C. death
    - D. end of employment or reduction in the number of hours of employment
    - E. reaching the lifetime maximum on all benefits
    - F. the plan stops offering coverage to a group of similarly situated persons
    - G. moving out of an HMO service area that causes coverage to end and no other option is available under the plan
    - H. termination of the benefit package option, and no substitute option is offered
  - iii. The employer contributions toward your other active (not COBRA) coverage end. If employer contributions stop, you or your dependent do not have to end coverage to be eligible for special enrollment on a new plan.
  - iv. Your prior coverage was under Medicaid or a children’s health insurance program (CHIP) and such coverage ended due to loss of eligibility. Special enrollment must be requested within 60 days of the end of coverage.

#### **8.4.2 Eligibility for Premium Subsidy**

If you or your dependent are covered under Medicaid or CHIP and become eligible for a premium assistance subsidy, you may enroll in the Plan outside of the open enrollment period. You must ask for special enrollment within 60 days of becoming eligible.

#### **8.4.3 New Dependents**

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

### **8.5 WHEN COVERAGE BEGINS**

Your coverage begins on the enrollment date or after an orientation and/or waiting period as shown below.

Coverage will begin in accordance with the City of Salem policy or labor agreements.

Coverage for new dependents through marriage, registration of a domestic partnership, or the filing of a Declaration of Domestic Partnership with the Group begins on the date of marriage or partnership if the marriage, registration or filing date is the first day of the month. Otherwise, coverage begins the first day of the month following the date of marriage, registration or filing.

Coverage for a newborn is effective on the date of the newborn’s birth. Coverage for a child newly adopted or placed for adoption is effective on the date of adoption or placement. Court ordered

coverage is effective on the first day of the month following the date the Group determines that an applicable order qualifies as a QMCSO, and that the child is eligible for enrollment in the Plan.

Coverage for those enrolling during open enrollment begins on the date the Plan renews. All other plan provisions will apply. Coverage under special enrollment due to loss of coverage or eligibility for premium subsidy begins on the first day of the month following receipt of the special enrollment request, or coinciding with, but not before the loss of other coverage.

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

## **8.6 WHEN COVERAGE ENDS**

When your coverage ends, coverage for all enrolled dependents also ends.

### **8.6.1 Termination of the Group Plan**

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

### **8.6.2 Termination by Subscriber**

You may end your coverage, or coverage for any enrolled dependent, only at open enrollment or if there is a qualifying event. Qualifying events include marriage, divorce and birth. Coverage ends on the last day of the month through which premiums are paid.

### **8.6.3 Death**

If a subscriber dies, coverage for any enrolled dependents ends on the last day of the month in which the death occurs. Enrolled dependents may extend their coverage if the requirements for continuation of coverage are met (see section 11.3).

### **8.6.4 Termination, Layoff or Reduction in Hours of Employment**

Coverage ends on the last day of the month in which employment ends unless a member chooses to continue coverage (see section 11).

If you

- a. are laid off by the Group; or
- b. experience a reduction in hours that causes loss of coverage

And within 6 months you

- a. return to active work; or
- b. have an increase in hours to qualify for benefits

You and any eligible dependents may enroll in the Plan on the date of rehire or the date you work enough hours to qualify for benefits and coverage will begin on that date. Any waiting period required by the Plan will not have to be re-served. All plan provisions will resume at re-enrollment, whether or not there was a lapse in coverage.

### **8.6.5 Loss of Eligibility by Dependent**

Coverage ends on the last day of the month in which the dependent's eligibility ends.

- a. Coverage ends for an enrolled spouse on the last day of the month in which a decree of divorce or annulment is entered (regardless of any appeal), and for an enrolled domestic partner on the last day of the month in which a judgment of dissolution or annulment of the domestic partnership has been entered or that a partnership no longer meets the requirements of the Declaration of Domestic Partnership.
- b. Coverage ends for an enrolled child on the last day of the month in which
  - i. the child turns age 26
  - ii. stepchild relationship ends due to divorce or end of domestic partnership
  - iii. legal guardianship ends

You must notify the Group and us when a marriage, domestic partnership or guardianship, ends.

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

#### **8.6.6 Rescission**

Rescission means canceling (rescinding) coverage back to the effective date, as if it had not existed. The Plan may rescind your coverage, or deny claims at any time, for fraud or intentional material misrepresentation. Examples of fraud and material misrepresentation include but are not limited to:

- a. Enrolling someone who is not eligible
- b. Giving false information or withholding information that is the basis for eligibility or employment
- c. Submitting false or altered claims

The Plan has the right to keep any premiums paid as liquidated damages. You will have to repay any benefits that have been paid. You will be notified of a rescission decision 30 days before your coverage is canceled.

#### **8.6.7 Continuing Coverage**

Information is in Continuation of Dental Coverage (section 12).



## SECTION 9. CLAIMS ADMINISTRATION & PAYMENT

### 9.1 SUBMISSION AND PAYMENT OF CLAIMS

#### 9.1.1 Claim Submission

A claim is not payable until the service or supply has actually been received. In no event, except absence of legal capacity or in the case of a Medicaid claim, is a claim valid if submitted later than 12 months from the date the expense was incurred. Claims submitted by Medicaid must be sent to Delta Dental within 3 years after the date the expense was incurred.

#### 9.1.2 Explanation of Benefits (EOB)

We will report our action on a claim by providing you a document called an Explanation of Benefits (EOB). You are encouraged to access your EOBs electronically by signing up through your Member Dashboard. The EOB will show if a claim has been paid, denied, or the allowable expense has been applied toward satisfying any deductible. If all or part of a claim is denied, the reason will be stated in the EOB.

If you do not receive an EOB or an email indicating that an EOB is available within a few weeks of the date of service, this may indicate that we have not received the claim. To be eligible for reimbursement, claims must be received within the claim submission period explained in section 10.1.1.

#### 9.1.3 Claim Inquiries

Customer Service can answer questions about how to file a claim, the status of a pending claim, or any action taken on a claim. We will respond to an inquiry within 30 days of receipt.

#### 9.1.4 Time Frames for Processing Claims

If a claim is denied, we will send an EOB explaining the denial within 30 days after receiving the claim. If more time is needed to process the claim for reasons beyond our control, a notice of delay will be sent to the member explaining those reasons within 30 days after we receive the claim. We will then finish processing the claim and send you an EOB no more than 45 days after receiving the claim. If more information is needed to process the claim, the notice of delay will describe the information needed, and the party responsible for providing the additional information will have 45 days to submit it. Once the additional information is received, processing of the claim will be completed within 15 days. Submission of information necessary to process a claim is subject to the Plan's claim submission period explained in section 9.1.1.

### 9.2 APPEALS

Before filing an appeal, it may be possible to resolve a dispute with a phone call to Customer Service.

#### 9.2.1 Definitions

For purposes of section 9.2, the following definitions apply:

**Adverse Benefit Determination** means a letter or an Explanation of Benefits (EOB) from Delta Dental informing a person, of any of the following: a denial, reduction or termination of, or a

failure to provide or make payment (in whole or in part) for a benefit, including one based on a determination of a person's eligibility to participate in the Plan and one resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be experimental or investigational or not necessary and customary by the standards of generally accepted dental practice for the prevention or treatment of oral disease or accidental injury.

**Appeal** is a written request by a member or the member's representative for Delta Dental to review an adverse benefit determination.

**Utilization Review** means a system of reviewing the dental necessity, appropriateness or quality of dental care services and supplies. An adverse benefit determination that the item or service is not dentally necessary or appropriate, is investigational or experimental, or in which the decision as to whether a benefit is covered involved a dental judgment is a utilization review decision.

### **9.2.2 Time Limit for Submitting Appeals**

A member has **180 days** from the date an adverse benefit determination is received to submit the first written appeal. If appeals are not submitted within the timeframes in these sections, the member will lose the right to any appeal.

### **9.2.3 The Review Process**

The Plan has a 2-level internal review process (a first level appeal and a second level appeal).

The timelines in the sections below do not apply when the member does not reasonably cooperate, or circumstances beyond the control of either party (Delta Dental or the member) makes it impossible to comply with the requirements. Whoever is unable to comply must give notice of the specific reason to the other party when the issue arises.

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

### **9.2.4 First Level Appeals**

An appeal must be submitted in writing. If necessary, Customer Service can help with filing an appeal. Written comments, documents, records and other information relating to the claim for benefits may be submitted. Appeals are investigated by persons who were not involved in the original decision.

When an investigation is finished, Delta Dental will send a written notice of the decision to the member, including the reason for the decision. The investigation will be completed and notice sent within 30 days of receipt of the appeal.

### **9.2.5 Second Level Appeal**

A member who disagrees with the decision on the first level appeal may ask for a review of the decision. The second level appeal must be submitted in writing within 60 days of the date of Delta Dental's action on the first level appeal. Investigations and responses to a second level appeal will be by persons who were not involved in the initial decisions. The member will have the option to submit written comments, documents, records and other information related to the case that were not previously submitted.

Investigations and responses to a second level appeal will follow the same timelines as those for a first level appeal. Delta Dental will notify the member in writing of the decision, including the basis for the decision, and, if applicable, information on the right to file suit under ERISA Section 502(a).

### **9.2.6 Additional Member Rights**

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

These first and second levels of review must be done before a member can file a lawsuit in court under ERISA Section 502(a). The right to file suit in court may be lost if the member has not used all of their internal appeal rights, which is generally required before filing a lawsuit.

## **9.3 BENEFITS AVAILABLE FROM OTHER SOURCES**

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

### **9.3.1 Coordination of Benefits (COB)**

Coordination of benefits applies when you have dental coverage under more than one plan.

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

#### **9.3.1.1 Order of Benefit Determination (Which Plan Pays First?)**

The first of the following rules that applies will govern:

- a. **Non-dependent/Dependent.** If a plan covers the member as other than a dependent, (e.g., an employee, member of an organization, primary insured or retiree) then that plan will determine its benefits before a plan that covers the member as a dependent. However, if the member is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the member as a dependent and primary to the plan covering the member as other than a dependent (e.g., a retired employee), then the order of benefits between the 2 plans is reversed.
- b. **Dependent Child/Parents Married or Living Together.** If the member is a dependent child whose parents are married or are living together whether or not they have ever been married or domestic partners, the plan of the parent whose birthday falls earlier in the calendar year is the primary plan. If both parents' birthdays are on the same day, the plan that has covered the parent the longest is the primary plan. (This is called the birthday rule.)

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

### 9.3.1.2 How COB Works

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

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

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

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

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

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

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

#### **9.3.1.4 Definitions**

For purposes of section 9.3.1, the following definitions apply:

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

Plan includes:

- a. Group or individual insurance contracts and group-type contracts
- b. HMO (health maintenance organization) coverage
- c. Coverage under a labor-management trustee plan, a union welfare plan, an employer organization plan or an employee benefits plan

- d. Medicare or other government programs, other than Medicaid, and any other coverage required or provided by law
- e. Other arrangements of insured or self-insured group or group-type coverage

Plan does not include:

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

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

**Complying plan** is a plan that follows these COB rules.

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

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

**Allowable expense** means a dental expense, including cost sharing, that is covered at least in part by any plan covering the member. When a plan provides benefits in the form of a service instead of cash payments, the reasonable cash value of the service will also be considered an allowable expense and a benefit paid. An expense that is not covered by any plan covering the member is not an allowable expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a member is not an allowable expense.

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

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

payment shall be the allowable expense used by the secondary plan to determine its benefits.

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

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

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

### **9.3.2 Third Party Liability**

You may have a legal right to recover benefit or healthcare costs from a third party as a result of an illness or injury for which such costs were paid by the Plan. The Plan does not cover benefits for which a third party may be legally liable, except for those related to a motor vehicle accident (see section 9.3.3 for motor vehicle accident recovery). Because recovery from a third party may be difficult and take a long time, as a service to you the Plan will pay your expenses based on the understanding and agreement that the Plan is entitled to be reimbursed from any recovery you may receive for any benefits we paid that are or may be recoverable from a third party, as defined below.

You agree that the Plan has the rights described in section 9.3.2. The Plan may seek recovery under one or more of the procedures outlined in this section. You agree to do whatever is necessary to fully secure and protect, and to do nothing to prejudice, the Plan's right of recovery or subrogation as discussed in this section. We have discretion to interpret and construe these recovery and subrogation provisions.

#### **9.3.2.1 Definitions:**

For purposes of section 9.3.2, the following definitions apply:

**Benefits** means any amount paid by the Plan or submitted for payment to or on your behalf. Bills, statements or invoices submitted by a provider to or on your behalf are considered requests for payment of benefits by you.

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

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

### **9.3.2.2 Subrogation**

Upon payment, the Plan has the right to pursue the third party in its own name or in your name. You shall do whatever is necessary to secure such subrogation rights and do nothing to prejudice them. The Plan is entitled to all subrogation rights and remedies under common and statutory law, as well as under the Plan's provisions.

### **9.3.2.3 Right of Recovery**

In addition to its subrogation rights, the Plan may, at its sole discretion and option, require you, and your attorney, if any, to protect its recovery rights. The following rules apply to all recovery, except for those related to motor vehicle accidents (see section 9.3.3 for motor vehicle recovery rights):

- a. You hold any rights of recovery against the third party in trust for the Plan, but only for the amount of benefits the Plan paid for that illness or injury.
- b. The Plan is entitled to receive the amount of benefits we paid for an illness or injury out of any settlement or judgment that results from exercising the right of recovery against the third party. This is so whether or not the third party admits liability or claims that you are also at fault. In addition, the Plan is entitled to receive the amount of benefits it has paid whether the dental expenses are itemized or expressly excluded in the third party recovery.
- c. If this Plan is subject to ERISA, the Plan is not responsible for and will not pay any fees or costs associated with your pursuit of a claim against a third party. The Plan is entitled to full reimbursement, without discount and without reduction for attorney fees and costs. Neither the "made-whole" rule nor the "common-fund doctrine" rule applies under the Plan. Only if the Plan is exempt from ERISA, you may subtract from the money to be paid back to the Plan a proportionate share of reasonable attorney fees as an expense for collecting from the other party.
- d. This right of recovery includes the full amount of the benefits paid or pending payment by the Plan, out of any recovery made by you from the third party, including without limitation any and all amounts paid or payable to you (including your legal representatives, estate or heirs, or any trust established for the purpose of paying for your future income, care or medical expenses), regardless of the characterization of the recovery, whether or not you are made whole, or whether or not any amounts are paid or payable directly by the third party, an insurer or another source. The Plan's recovery rights will not be reduced due to your own negligence.
- e. If it is reasonable to expect that you will incur future expenses for which benefits might be paid by the Plan, you shall seek recovery of such future expenses in any third party claim.



#### **9.3.2.4 Additional Provisions**

You shall comply with the following and agree that the Plan may do one or more of the following, at its discretion:

- a. You shall cooperate with us to protect the Plan's recovery rights, including by:
  - i. Signing and delivering any documents we reasonably require to protect the Plan's rights, including a Third Party Questionnaire and Agreement. If you have retained an attorney, then the attorney must also sign the agreement.
  - ii. Providing us with any information relevant to the application of the provisions of section 9.3.2 including all information available to you, or any representative or attorney representing you, relating to the potential third party claim. This may include dental/medical information, settlement correspondence, copies of pleadings or demands, and settlement agreements, releases or judgments.
  - iii. Notifying us of the potential third party claim for which the Plan may issue benefits. You have this responsibility even if the first request for payment of benefits is a bill or invoice submitted to us by your provider.
  - iv. Taking such actions as we may reasonably request to assist it in enforcing the Plan's third party recovery rights.
- b. You and your representatives are obligated to notify us in advance of any claim (written or oral) and/or any lawsuit made against a third party seeking recovery of any damages from the third party, whether or not you are seeking recovery of benefits paid by the Plan from the third party.
- c. By accepting payment of benefits by the Plan, you agree that we or the Plan have the right to intervene in any lawsuit or arbitration filed by you or on your behalf seeking damages from a third party.
- d. You agree that we may notify any third party, or third party's representatives or insurers, of the Plan's recovery rights described in section 9.3.2.
- e. Even without your written authorization, we may release to, or obtain from, any other insurer, organization or person, any information we need to carry out the provisions of section 9.3.2.
- f. Section 9.3.2 applies to any member for whom advance payment of benefits is made by the Plan whether or not the event giving rise to the member's injuries occurred before the member became covered by the Plan.
- g. If you continue to receive treatment for an illness or injury after obtaining a settlement or recovery from a third party, the Plan will provide benefits for the continuing treatment of that illness or injury only to the extent that you can establish that any sums that may have been recovered from the third party have been exhausted.
- h. If you or your representatives fail to do any of the above mentioned acts, then the Plan has the right to not advance payment or to suspend payment of any benefits, or to recover any benefits we have advanced, for any sickness, illness, injury or dental/medical condition resulting from the event giving rise to, or the allegations in, the third party

claim, except for claims related to motor vehicle accidents (see section 9.3.3). We may notify dental providers seeking authorization of payment of benefits that all payments have been suspended and may not be paid.

- i. Coordination of benefits (where you have dental/medical coverage under more than one plan or health insurance policy) is not considered a third party claim.

### **9.3.3 Motor Vehicle Accident Recovery**

If a claim for healthcare expenses arising out of a motor vehicle accident is filed with Delta Dental and motor vehicle insurance has not yet paid, then the Plan will advance benefits. The Plan retains the right to repayment of any benefits paid from the proceeds of any settlement, judgment or other payment received by you that exceeds the amount that fully compensates you for your motor vehicle accident related injuries.

If the Plan requires you and your attorney to protect its recovery rights under this section, then you may subtract from the money to be paid back to the Plan a proportionate share of reasonable attorney fees as an expense for collecting from the other party.

You shall do whatever is proper to secure, and may not prejudice, the rights of the Plan under this section.

## **SECTION 10. MISCELLANEOUS PROVISIONS**

### **10.1 RIGHT TO COLLECT AND RELEASE NEEDED INFORMATION**

In order to receive benefits, you must give or authorize a provider to give us any information needed to pay benefits. We may release to or collect from any person or organization any needed information about you.

### **10.2 CONFIDENTIALITY OF MEMBER INFORMATION**

Keeping your protected health information confidential is very important to the Plan. Protected health information includes enrollment, claims, and medical and dental information. Such information is used internally for claims payment, referrals and authorization of services, and business operations such as case management and quality management programs. We do not sell this information. The Notice of Privacy Practices provides more detail about how the Group uses members' information. Delta Dental, as the claims administrator, is required to follow these same practices. Members may contact the Group if they have additional questions about the privacy of information beyond what is provided in the Notice of Privacy Practices.

### **10.3 TRANSFER OF BENEFITS**

Only members are entitled to benefits under the Plan. These benefits are not assignable or transferable to anyone else. Any attempted assignment or transfer will not be binding on Delta Dental or the Plan, except that the Plan shall pay amounts due under the Plan directly to a provider upon a member's written request.

### **10.4 RECOVERY OF BENEFITS PAID BY MISTAKE**

If the Plan makes a payment for a member to which the member is not entitled or pays a person who is not eligible for payments at all, the Plan has the right to initiate recovery of the payment from the person paid or anyone else who benefited from it, including a provider. The Plan's right to recovery includes the right to deduct the amount paid from future benefits it would provide for a member even if the mistaken payment was not made on that member's behalf.

### **10.5 CORRECTION OF PAYMENTS**

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

## **10.6 CONTRACT PROVISIONS**

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

## **10.7 WARRANTIES**

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

## **10.8 LIMITATION OF LIABILITY**

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

## **10.9 PROVIDER REIMBURSEMENTS**

Dentists contracting with Delta Dental to provide services to members agree to look only to the Plan for payment of the part of the expense that is covered by the Plan and may not bill the member in the event the Plan fails to pay the dentist for whatever reason. The dentist may bill the member for applicable cost sharing or non-covered expenses except as may be restricted in the provider contract.

## **10.10 INDEPENDENT CONTRACTOR DISCLAIMER**

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

### **10.11 NO WAIVER**

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

### **10.12 GROUP IS THE AGENT**

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

### **10.13 GOVERNING LAW**

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

### **10.14 WHERE ANY LEGAL ACTION MUST BE FILED**

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

### **10.15 TIME LIMIT FOR FILING A LAWSUIT**

Any legal action arising out of, or related to, the Plan and filed against the Plan by a member or any third party must be filed in court no more than 3 years after the time the claim was filed (see section 9.1). All internal levels of appeal under the Plan must be exhausted before filing a legal action in court.

## SECTION 11. CONTINUATION OF DENTAL COVERAGE

The following sections on continuation of coverage may apply. Members should check with the Group to find out if they qualify for this coverage. Both subscribers and their dependents should read the following sections carefully.

### 11.1 OREGON CONTINUATION FOR SPOUSES & DOMESTIC PARTNERS AGE 55 AND OVER

#### 11.1.1 Introduction

55+ Oregon Continuation only applies to employers with 20 or more employees. The Plan will provide 55+ Oregon Continuation coverage to those members who elect it, subject to the requirements of section 12.1.

Note: In section 12.2 the term “domestic partner” refers only to a registered domestic partner, as defined in section 14.

#### 11.1.2 Eligibility

Your spouse or domestic partner may elect 55+ Oregon Continuation coverage for themselves and any enrolled dependents if the following requirements are met:

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

#### 11.1.3 Notice and Election Requirements

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

**Notice of Death.** Within 30 days of the death of the subscriber, the Group shall give the designated third party administrator, if any, written notice of the death and the mailing address of the eligible surviving spouse or domestic partner.

**Election Notice.** Within 14 days of receipt of the above notice (or within 44 days of the death of the subscriber if there is no third party administrator), the Group or its designated third party administrator shall provide notice to the surviving, legally separated or divorced spouse or domestic partner that coverage can be continued, along with an election form. If the Group or its designated third party administrator does not provide this election notice within the required timeframe, premiums shall be waived until the date notice is received.

**Election.** The surviving, legally separated or divorced spouse or domestic partner must return the election form within 60 days after the form is mailed. If the election is not made within 60 days of the notification, the member will lose the right to continued benefits under this section.

#### **11.1.4 Premiums**

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

#### **11.1.5 When Coverage Ends**

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

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

## **11.2 COBRA CONTINUATION COVERAGE**

### **11.2.1 Introduction**

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

- a. The Plan will offer no greater COBRA rights than the COBRA statute requires
- b. The Plan will not provide COBRA coverage for members who do not comply with the requirements outlined below

For purposes of section 11.3, COBRA Administrator means either the Group or a third party administrator delegated by the Group to handle COBRA administration.

### **11.2.2 Qualifying Events**

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

**Spouse.** Your spouse has the right to continuation coverage if coverage is lost for any of the following qualifying events:

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

If it can be established that you have eliminated coverage for your spouse in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the later divorce or legal separation will be considered a qualifying event even though your ex-spouse lost

coverage earlier. If your ex-spouse notifies the COBRA Administrator within 60 days of the divorce or legal separation, COBRA coverage may be available for the period after the divorce or legal separation.

**Children.** Your child has the right to continuation coverage if coverage is lost for any of the following qualifying events:

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

**Domestic Partners.** If you were covering your domestic partner under the Plan at the time of the qualifying event, you can elect COBRA continuation coverage that includes continuing coverage for your domestic partner. Your covered domestic partner is not an eligible member under COBRA and, therefore, does not have an independent election right under COBRA. This also means that your domestic partner's coverage ends immediately when your COBRA coverage terminates (for example, due to your death or because you become covered under another plan).

**Retirees.** If the Plan provides retiree coverage and your former employer files a Chapter 11 bankruptcy proceeding, this may be a qualifying event for the retiree who loses coverage as a result, and for the retiree's covered dependents.

### 11.2.3 Other Coverage

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

### 11.2.4 Notice and Election Requirements

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

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

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



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

You or your spouse may elect continuation coverage for eligible family members. Each family member also has an independent right to elect COBRA coverage. This means that your spouse or child may elect continuation coverage even if you do not.

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

#### **11.2.5 COBRA Premiums**

Members are responsible for all premiums for continuation coverage. Due to the 60-day election period, it is likely that retroactive premiums will be owed for the months between when regular coverage ended and the first payment date. These premiums must be paid in a lump sum at the first payment. The first payment for continuation coverage is due within 45 days after a member provides notice of electing coverage (this is the date the election notice is postmarked, if mailed, or the date the election notice is received by the COBRA Administrator if hand delivered). Subsequent payments are due on the first day of the month. There will be a grace period of 30 days to pay the premiums. The Plan will not send a bill for any payments due. The member is responsible for paying the applicable premiums when due, otherwise continuation coverage will end and may not be reinstated. The premium rate may include a 2% add-on to cover administrative expenses.

#### **11.2.6 Length of Continuation Coverage**

**18-Month Continuation Period.** When coverage is lost due to end of employment or a reduction of hours of employment, coverage generally may be continued for up to a total of 18 months.

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

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

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

#### **11.2.7 Extending the Length of COBRA Coverage**

An extension of the maximum period of coverage may be available if a member is disabled or a second qualifying event occurs. The COBRA Administrator must be notified of a disability or a second qualifying event in order to extend the period of COBRA coverage. If the member does

not provide notice of a disability or second qualifying event, the member will lose the right to extend the period of COBRA coverage.

**Disability.** If any of the members is determined by the Social Security Administration to be disabled, the maximum COBRA coverage period that results from your termination of employment or reduction of hours may be extended to a total of up to 29 months. The disability must have started before the 61<sup>st</sup> day of the COBRA coverage period and the Social Security Administration determination must be made before the end of the initial 18-month COBRA coverage period. Each family member who has elected COBRA coverage will be entitled to the disability extension if one of them qualifies.

The member must provide a copy of the Social Security Administration's determination of disability to the COBRA Administrator within 60 days after the latest of:

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

If the notice is not provided within this timeframe, then there will be no disability extension of COBRA coverage. The premiums for COBRA coverage may increase after the 18<sup>th</sup> month of coverage to 150% of the premium.

If the Social Security Administration determines the member is no longer disabled, the disability extension ends. The member must notify the COBRA Administrator no more than 30 days after the Social Security Administration's determination that they are no longer disabled.

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

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

**Note:** Longer continuation coverage may be available under Oregon law for your spouse or domestic partner age 55 and older who loses coverage due to your death, or due to legal separation or dissolution of marriage or domestic partnership (see section 12.2).

### **11.2.8 Special Enrollment and Open Enrollment**

Members under continuation coverage have the same rights as similarly situated members who are not enrolled in COBRA. You may add children, spouses, or domestic partners as covered dependents in accordance with the Plan's eligibility and enrollment rules (see sections 7.4 and 8.2), including HIPAA special enrollment. If non-COBRA members can change plans at open enrollment, COBRA members may also change plans at open enrollment.

### **11.2.9 When Continuation Coverage Ends**

COBRA coverage will end earlier than the maximum period if:

- a. Any required premiums are not paid in full on time
- b. A member becomes covered under another group dental plan
- c. A member becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing COBRA. (However, if the qualifying event is the Group's bankruptcy, the member will not lose COBRA because of entitlement to Medicare benefits)
- d. The Group ceases to provide any group dental plan for its employees
- e. During a disability extension period (section 11.2.7), the disabled member is determined by the Social Security Administration to be no longer disabled (COBRA coverage for all members, not just the disabled member, will end)

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

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

## **11.3 UNIFORMED SERVICES EMPLOYMENT & REEMPLOYMENT RIGHTS ACT (USERRA)**

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

If you do not elect continuation coverage under USERRA or if continuation coverage is terminated or exhausted, coverage will be reinstated on the first day you return to active employment with the Group if released under honorable conditions, but only if you return to active employment:

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

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

When coverage under the Plan is reinstated, all plan provisions and limitations will apply to the extent that they would have applied if you had not taken military leave and coverage had been continuous under the Plan. There will be no additional eligibility waiting period. (This waiver of limitations does not provide coverage for any illness or injury caused or aggravated by military service, as determined by the VA. Complete information regarding rights under USERRA is available from the Group).

#### **11.4 FAMILY AND MEDICAL LEAVE**

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

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

#### **11.5 STRIKE OR LOCKOUT**

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

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

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

## **SECTION 12. ERISA DUTIES**

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

### **13.1 PLAN ADMINISTRATOR AS DEFINED UNDER ERISA**

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

### **13.2 INFORMATION ABOUT THE PLAN AND BENEFITS**

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

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

### **13.3 CONTINUATION OF GROUP DENTAL PLAN COVERAGE**

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

### **13.4 PRUDENT ACTIONS BY PLAN FIDUCIARIES**

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

### **13.5 ENFORCEMENT OF RIGHTS**

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

Under ERISA, there are steps members can take to enforce these rights. For instance, if a copy of plan documents or the latest annual report is requested from the Group and not received within 30 days, a member may file suit in federal court. In such a case, the court may require the Group to provide the materials and pay the member up to \$110 a day until the member receives the materials, unless the materials were not sent because of reasons beyond the control of the Group. If a claim for benefits is denied or no action is taken, in whole or in part, a member may file suit in state or federal court after exhausting the appeal process required by the Plan (see section 9.2). In addition, a member who disagrees with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order may file suit in federal court.

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

### **13.6 ASSISTANCE WITH QUESTIONS**

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

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

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

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

## SECTION 13. DEFINITIONS

**Alveoloplasty** is the surgical shaping of the bone of the upper or the lower jaw. It is performed most commonly in conjunction with the removal of a tooth or multiple teeth to have the gums heal smoothly for the placement of partial denture or denture.

**Amalgam** is a silver-colored material used in restoring teeth.

**Anterior** refers to teeth located at the front of the mouth (tooth chart in section 14).

**Bicuspid** is a premolar tooth, between the front and back teeth (tooth chart in section 14).

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

**Broken** A tooth is considered broken when a piece or pieces of the tooth have been completely separated from the rest of the tooth. A tooth with cracks is not considered broken.

**Cast Restoration** includes crowns, inlays, onlays and any other restoration to fit your tooth that is made at a laboratory or dental office and cemented into the tooth.

**Coinsurance** is a percentage of covered expenses that you pay.

**Composite** is a tooth-colored material used in restoring teeth.

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

**Covered Service** is a service that is specifically described as a benefit of the Plan.

**Debridement** is the removal of excess plaque. A periodontal 'pre-cleaning' procedure done when there is too much plaque for the dentist to perform an exam.

**Declaration of Domestic Partnership** is a signed document that attests that you and one other eligible person meet the criteria in the declaration to be unregistered domestic partners.

**Deductible** is the amount of covered expenses that you pay before benefits are payable by the Plan.

**Delta Dental** refers to Delta Dental Plan of Oregon. Delta Dental Plan of Oregon is a business name used by Oregon Dental Service, a not-for-profit dental healthcare service contractor. Where this book refers to "we", "us", or "our" it is referring to Delta Dental or its employees. Delta Dental is the claims administrator of the Plan. A reference to Delta Dental as paying claims or issuing benefits means that Delta Dental processes the claim and the Group reimburses Delta Dental for any benefit issued.

**Dentally Necessary** means services that, in the judgment of Delta Dental:

- a. are established as necessary for the treatment or prevention of a dental injury or disease otherwise covered under the Plan
- b. are appropriate with regard to standards of good dental practice in the service area
- c. have a good prognosis
- d. are the least costly of the alternative supplies or levels of service that can be safely provided. For example, coverage would not be allowed for a crown when a filling would be adequate to restore the tooth appropriately

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

**Dentist** means a licensed dentist operating within the scope of their license as required under law within the state of practice.

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

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

**Domestic Partner** refers to a registered domestic partner and an unregistered domestic partner as follows:

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

**Effective Date** means the date a member's coverage becomes effective under the terms of this Plan.

**Eligible Employee** means an employee or former employee of the Group who meets the eligibility requirements to be enrolled on the Plan (see section 7.1).

**Emergency Services** means services for a dental condition manifesting itself by acute symptoms of sufficient severity requiring immediate treatment. Includes services to treat the following conditions: acute infection, acute abscess, severe tooth pain, unusual swelling of the face or gums or a knocked out tooth.

**Enrollment Date** means, for new hires and others who enroll when first eligible, the date coverage begins or, if earlier, the first day of the waiting period. For all others, the enrollment date is the date the plan coverage actually begins.

The **Group** is the organization that has contracted with Delta Dental to provide claims and other administrative services. It also means the Plan Sponsor.



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

**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 partial or full denture.

**Implant Abutment** is an attachment used to connect an implant and an implant supported prosthetic device.

**Implant Supported Prosthetic** is a crown, bridge or removable partial or full denture that is supported by or attached to an implant.

**Limited Exam** is an examination of a specific oral health problem or complaint.

**Maximum Plan Allowance (MPA)** is the maximum amount that the Plan will reimburse providers. For a participating Delta Dental Premier dentist, the maximum amount is the dentist's filed or contracted fee with Delta Dental. For non-participating dentists or dental care providers, the maximum amount is based on a PPO fee schedule. When using a non-participating dentist or dental care provider, any amount above the MPA is your responsibility.

**Member** is subscriber or dependent of a subscriber who has enrolled for coverage under the terms of the Plan. Where this book refers to "you" or "your" it is referring to a member.

**Non-participating Dentist or Dental Provider** means a licensed dental provider who has not agreed to the terms and conditions established by Delta Dental that participating Delta Dental Premier dentists have agreed to.

**Participating Delta Dental Premier Dentist** means a licensed dentist who has agreed to provide services in the Delta Dental Premier network in accordance with terms and conditions established by Delta Dental and has satisfied Delta Dental that they are in compliance with such terms and conditions.

**Periodic Exam** is a routine exam (check-up), commonly performed every 6 months.

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

The **Plan** is the dental benefit plan sponsored and funded by the Group. Delta Dental is contracted to provide claims and other administrative services.

**Plan Sponsor** is the Group.

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

**Posterior** refers to teeth located toward the back of the mouth (tooth chart in section 14).

**PPO Fee Schedule** is the amount negotiated between Delta Dental and a participating Delta Dental PPO dentist.

**Prophylaxis** is cleaning and polishing of all teeth.

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

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

**Retainer** is a tooth used to support a prosthetic device (bridges, partial dentures or overdentures). Also see **Implant Abutment**.

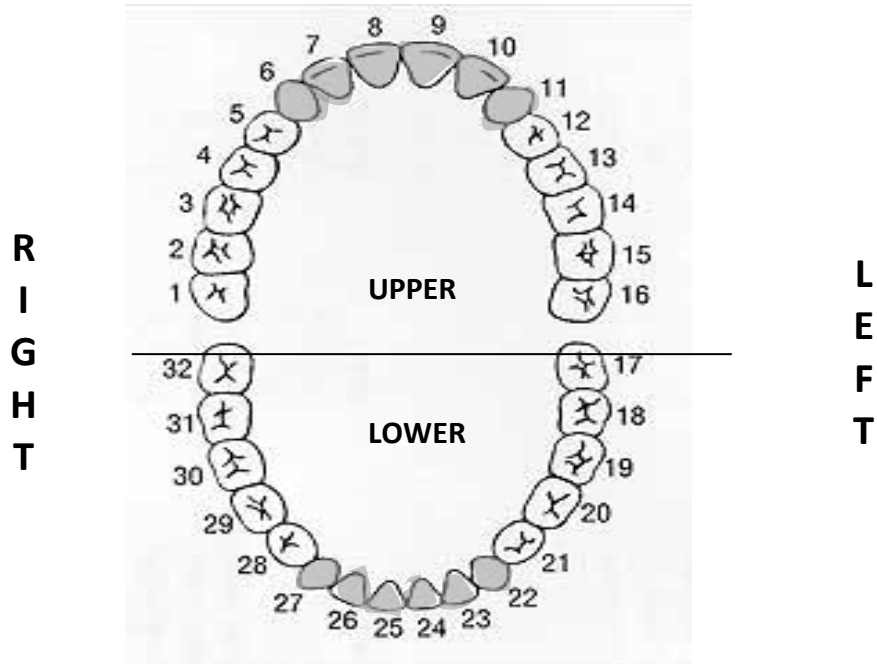
**Subscriber** means any employee or former employee who is enrolled in the Plan.

**Veneer** is a layer of tooth-colored material attached to the surface of an anterior tooth to repair chips or cracks, fix gaps and change the shape and size of teeth. A **chairside veneer** is a restoration created in the dentist's office. A **laboratory veneer** is a restoration that is created (cast) at a laboratory. Chairside and laboratory veneers may be paid at different benefit levels.

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

## SECTION 14. TOOTH CHART

### THE PERMANENT ARCH



Anterior teeth are shaded gray.

The Permanent Arch		
Tooth #		Description of Tooth
Upper	Lower	
1	17	3rd Molar (wisdom tooth)
2	18	2nd Molar (12-yr molar)
3	19	1st Molar (6-yr molar)
4	20	2nd Bicuspid (2nd premolar)
5	21	1st Bicuspid (1st premolar)
6	22	Cuspid (canine/eye tooth)
7	23	Lateral Incisor
8	24	Central Incisor
9	25	Central Incisor
10	26	Lateral Incisor
11	27	Cuspid (canine/eye tooth)
12	28	1st Bicuspid (1st premolar)
13	29	2nd Bicuspid (2nd premolar)
14	30	1st Molar (6-yr molar)
15	31	2nd Molar (12-yr molar)
16	32	3rd Molar (wisdom tooth)

# Nondiscrimination notice

**We follow federal civil rights laws. We do not discriminate based on race, color, national origin, age, disability, gender identity, sex or sexual orientation.**

We provide free services to people with disabilities so that they can communicate with us. These include sign language interpreters and other forms of communication.

If your first language is not English, we will give you free interpretation services and/or materials in other languages.

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**If you need any of the above, call Customer Service at:**

888-217-2365 (TDD/TTY 711)

**If you think we did not offer these services or discriminated, you can file a written complaint. Please mail or fax it to:**

Delta Dental of Oregon and Alaska  
Attention: Appeal Unit  
601 SW Second Ave.  
Portland, OR 97204  
Fax: 503-412-4003

**If you need help filing a complaint, please call Customer Service.**

You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights at [ocrportal.hhs.gov/ocr/portal/lobby.jsf](https://ocrportal.hhs.gov/ocr/portal/lobby.jsf), or by mail or phone:

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

You can get Office for Civil Rights complaint forms at [hhs.gov/ocr/office/file/index.html](https://hhs.gov/ocr/office/file/index.html).

**Dave Nessler-Cass coordinates our nondiscrimination work:**

Dave Nessler-Cass,  
Chief Compliance Officer  
601 SW Second Ave.  
Portland, OR 97204  
855-232-9111  
[compliance@modahealth.com](mailto:compliance@modahealth.com)

Dental plans in Oregon provided by Oregon Dental Service, dba Delta Dental Plan of Oregon. Dental plans in Alaska provided by Delta Dental of Alaska. 0569 (8/20)



Delta Dental of Oregon & Alaska

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

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

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

주의: 한국어로 무료 언어 지원 서비스를 이용하시려면 다음 연락처로 연락해주시기 바랍니다. 전화 1-877-605-3229 (TTY: 711)

PAUNAWA: Kung nagsasalita ka ng Tagalog, ang mga serbisyong tulong sa wika, ay walang bayad, at magagamit mo. Tumawag sa numerong 1-877-605-3229 (TTY: 711)

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

بولتے ہیں تو سانی (URDU) توجہ دیں: اگر آپ اردو اعانت آپ کے لیے بلا معاوضہ دستیاب ہے۔ 1-877-605-3229 (TTY: 711) پر کال کریں

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

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

توجہ: در صورتی کہ بہ فارسی صحبت می کنید، خدمات ترجمہ بہ صورت رایگان برای شما موجود است. با (TTY: 711) 1-877-605-3229 تماس بگیرید.

ध्यान दें: यदि आप हिंदी बोलते हैं, तो आपको भाषाई सहायता बिना कोई पैसा दिए उपलब्ध है। 1-877-605-3229 पर कॉल करें (TTY: 711)

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

注意：日本語をご希望の方には、日本語サービスを無料で提供しております。1-877-605-3229（TTY、テレタイプライターをご利用の方は711）までお電話ください。

अगत्यन्तु: જો તમે (ભાષાંતર કરેલ ભાષા અહીં દર્શાવી) બોલો છો તો તે ભાષામાં તમારે માટે વિના મૂલ્યે સહાય ઉપલબ્ધ છે. 1-877-605-3229 (TTY: 711) પર કૉલ કરો

ໂບດລາບ: ຖ້າທ່ານເວົ້າພາສາລາວ, ການຊ່ວຍເຫຼືອດ້ານພາສາແມ່ນມີໃຫ້ທ່ານໂດຍບໍ່ເສັຍຄ່າ. ໂທ 1-877-605-3229 (TTY: 711)

УВАГА! Якщо ви говорите українською, для вас доступні безкоштовні консультації рідною мовою. Зателефонуйте 1-877-605-3229 (TTY: 711)

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

THOV CEEB TOOM: Yog hais tias koj hais lus Hmoob, muaj cov kev pab cuam txhais lus, pub dawb rau koj. Hu rau 1-877-605-3229 (TTY: 711)

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

HUBACHIISA: Yoo afaan Kshtik kan dubbattan ta'e tajaajiloonni gargaarsaa isiniif jira 1-877-605-3229 (TTY:711) tiin bilbilaa.

โปรดทราบ: หากคุณพูดภาษาไทย คุณ สามารถใช้บริการช่วยเหลือด้านภาษาได้ ฟรี โทร 1-877-605-3229 (TTY: 711)

FA'AUTAGIA: Afai e te tautala i le gagana Samoa, o loo avanoa fesoasoani tau gagana mo oe e le totagia. Vala'au i le 1-877-605-3229 (TTY: 711)

IPANGAG: Nu agsasaoka iti Ilocano, sidadaan ti tulong iti lengguahe para kenka nga awan bayadna. Umawag iti 1-877-605-3229 (TTY: 711)

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



For help, call us directly at 888-217-2365  
(En español: 877-299-9063)

P.O. Box 40384  
Portland, OR 97240

DeltaORLGASObk 1-1-2023 (10000159)