# Delta Dental PPO

## **City of Seattle**

Delta Dental of Washington

Plan Number: 00160 – Plan B: Local 77

Effective Date: January 1, 2021 – December 31, 2025

Welcome to your Dental Plan, administered by Delta Dental of Washington, a founding member of the nationwide Delta Dental Plans Association.

We believe everyone can enjoy good oral and overall health, with no one left behind. It drives everything we do and has been our sole focus for over 60 years.

Your plan is a resource to make it easy for you to care for your smile. This benefit booklet summarizes your coverage and describes how your benefits may be used. Understanding your benefits is the first step to getting the most from your dental plan. Review this booklet before you visit your dentist and keep it for your reference.

You deserve a healthy smile. We're happy to help you protect it.

#### **Questions Regarding Your Plan**

If you have questions regarding your dental benefits plan, please call or email our Customer Service Department at:

800-554-1907

CService@DeltaDentalWA.com

Written inquiries may be sent to:

Delta Dental of Washington

**Customer Service Department** 

P.O. Box 75983

Seattle, WA 98175-0983

For the most current listing of Delta Dental Participating Dentists, visit our online directory at www.DeltaDentalWA.com or call us at 800-554-1907.

## Communication Access for Individuals who are Deaf, Hard of Hearing, Deaf-Blind or Speech-Disabled

Communication with Delta Dental of Washington for people who are deaf, hard of hearing, deaf-blind and/or speech disabled is available through Washington Relay Service. This is a free telecommunications relay service provided by the Washington State Office of the Deaf and Hard of Hearing.

The relay service allows individuals who use a Teletypewriter (TTY) to communicate with Delta Dental of Washington through specially trained communications assistants.

Dial 711 (the statewide telephone relay number) or 800-833-6384 to connect with a Washington Relay Service communications assistant. Ask them to dial Delta Dental of Washington Customer Service at 800-554-1907. They will then relay the conversation between you and our customer service representatives.

This service is free of charge in local calling areas. Calls can be made anywhere in the world, 24 hours a day, 365 days a year, with no restrictions on the number, length or type of calls. All calls are confidential, and no records of any conversation are maintained.

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## **Section A – Summary of Benefits**

## **To All Eligible Employees**

This booklet describes the Group Dental Plan available to employees and dependents of the City of Seattle. Currently the City pays all or a major portion of the costs of the plan for enrolled employees and their dependents. Enrolled employees may be required to contribute to the plan on a cost-sharing basis or may not be eligible for certain benefits in accordance with collective bargaining agreements.

The Delta Dental of Washington Incentive Plan described in this booklet is designed to encourage you and your dependents to utilize the services of a dentist each year. Through such usage you receive greater benefits.

You are urged to have regular checkups and preventive treatment to promote continuing dental health for yourself and your family.

#### How to use your Plan

The best way to take full advantage of your dental Plan is to know its features. You can learn them by reading this benefit booklet before you go to the dentist. This benefit booklet is designed to give you a clear understanding of how your dental coverage works and how to make it work for you. It also answers some common questions, or if you do not understand something, give us a call at 800-554-1907. We're more than happy to help.

Consult your provider regarding any charges that may be your responsibility before treatment begins.

### Who Is Covered?

All enrolled employees and their enrolled dependents are covered.

#### What Is Covered?

Your plan provides basic dental care necessary for good dental health. It does not allow all procedures. If you desire care not covered by your plan, you must arrange this between yourself and your dentist. The basic plan will assist you in meeting additional costs through payment of the basic cost.

#### How Do I Apply?

An application form must be completed by you and returned to your Department Human Resources or Payroll Representative. All eligible family members are to be listed on the application form.

Whenever a change occurs in the number of dependents becoming eligible or ineligible, or if your name changes, a revised application form listing current dependents, or the name change, should always be submitted to your Department Human Resources or Payroll Representative.

#### Coinsurance

DDWA will pay a percentage of the cost of your treatment and you are responsible for paying the allowable balance. The part you pay is called the coinsurance. You are responsible for the coinsurance even after a deductible is met.

Please see your "Reimbursement Levels for Allowable Benefits" under the "Summary of Benefits" section for details on the coinsurance required by your plan.

#### **Benefit Period**

Most dental benefits are calculated within a "benefit period," which is typically for one year. For this Plan, the benefit period is the 12-month period starting the first day of January and ending the last day of December.

## Is there A Plan Maximum?

Yes. The maximum amount payable by DDWA for Class I, II & III Covered Dental Benefits for each eligible person is \$2,000 per calendar year (January 1 through December 31). Charges for dental procedures requiring multiple treatment dates shall be considered incurred on the date the service is completed. Amounts paid for such procedures will be applied to the plan maximum based on such incurred date.

Orthodontic benefits for an eligible child are limited to a \$1,500 lifetime maximum and such benefits are in addition to the \$2,000 calendar year maximum.

## If Both Husband and Wife are Covered by DDWA, either as City Employees or by Different Employers, What is the Calendar Year Maximum?

In such instances the calendar year maximum for each of the enrolled employees and for an enrolled dependent of both employees will equal the total of the maximum(s) specified in each of the two plans.

In either of the situations above, the amount paid by DDWA, together with amounts from other group plans, will not exceed 100 percent of dental expenses incurred.

### Is there A Plan Deductible?

No.

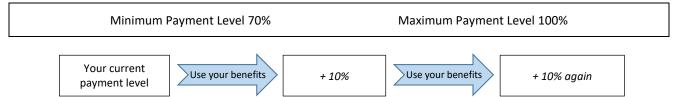
### How the Plan Works

This plan is designed to encourage regular dental care. Each calendar year (January 1 through December 31) DDWA pays an increasing share of dental costs. The calendar year is also referred to as your benefit period.

Please be sure to consult your provider regarding any charges that may be your responsibility before treatment begins.

## Reimbursement Level for Class I, Class II Procedures and Crowns

The payment level for covered and allowable Class I (diagnostic and preventive), Class II (basic) procedures and Crowns for the first incentive period is set by your employer at the minimum payment level. This payment level increases 10 percentage points each successive incentive period in which the covered person uses the benefits under this Plan up to the maximum incentive level. Once you reach your maximum level, the plan will stay at the maximum level if you use your benefit during each consecutive incentive period.



If a covered person fails to use benefits during an incentive period, the payment level will be decreased by 10 percentage points from the level you were at when you last used your benefits. An additional 10 percentage point decrease will happen for each successive incentive period during which benefits are not used until you reach the minimum payment level set by your employer.

Each Enrolled Person establishes his or her own payment levels through utilization during incentive periods.

## **Reimbursement Levels for Class III Procedures**

The payment level for covered and allowable Class III Procedures is 50 percent. The incentive provision described above does not apply to Class III Procedures.

## **Reimbursement Levels for Other Procedures**

The payment level for covered Orthodontic procedures is 50 percent. The incentive provision described above does not apply to Orthodontic procedures.

## **Section B – Your Benefits**

#### **Benefits Covered By Your Plan**

The following are the Covered Dental Benefits under this Plan and are subject to the limitations and exclusions (refer also to "General Exclusions" section) contained in this benefit booklet. Such benefits (as defined) are available only when provided by a licensed dentist or other licensed professional when appropriate and necessary as determined by the standards of generally accepted dental practice and DDWA.

Note: Please be sure to consult your provider before treatment begins regarding any charges that may be your responsibility.

The amounts payable by DDWA for Covered Dental Benefits are described on your Summary of Benefits section of this benefit booklet.

### **Class I Benefits**

#### **Class I Diagnostic**

#### **Covered Dental Benefits**

- Comprehensive, or detailed and extensive oral evaluation.
- Diagnostic evaluation for routine or emergency purposes (dental exam).
- ♦ X-rays.

#### Limitations

- Comprehensive, or detailed and extensive oral evaluation is covered once in the patient's lifetime by the same dentist. Subsequent comprehensive or detailed and extensive oral evaluations from the same dentist are paid as a periodic oral evaluation.
- Routine evaluation is covered twice in a benefit period from the date of service. Routine evaluation includes all evaluations except limited problem-focused evaluations.
- Limited problem-focused evaluations are covered twice in a benefit period.
- Bitewing X-rays are covered twice in a benefit period from the date of service.
- A complete series or panoramic X-ray is covered once in a three-year period from the date of service.
  - Any number or combination of X-rays, billed for the same date of service, which equals or exceeds the allowed fee for a complete series, is considered a complete series for payment purposes.

#### Exclusions

- Consultations diagnostic service provided by a dentist other than the requesting dentist
- Study models
- Diagnostic services and X-rays related to temporomandibular joints (jaw joints) are not a Class I paid Covered Dental Benefit.

#### **Class I Preventive**

#### **Covered Dental Benefits**

- Prophylaxis (cleaning).
- Periodontal maintenance.
- Topical application of fluoride including fluoridated varnishes.
- Sealants.
- Space maintainers.

Preventive resin restoration.

#### Limitations

- Any combination of prophylaxis and periodontal maintenance is covered twice in a benefit period from the date of service.
  - Periodontal maintenance procedures are covered only if a patient has completed active periodontal treatment.
- For any combination of adult prophylaxis (cleaning) and periodontal maintenance, third and fourth occurrences may be covered if your gums have Pocket depth readings of 5mm or greater.
- Topical application of fluoride is limited to two covered procedures in a benefit period from the date of service.
- The application of a sealant is a Covered Dental Benefit once in a three-year period per tooth from the date of service.
  - Available for children through the age 14.
  - Benefit coverage for application of sealants is limited to permanent molars that have no restorations (includes preventive resin restorations) on the occlusal (biting) surface.
  - If eruption of permanent molars is delayed, sealants will be allowed if applied within 12-months of eruption with documentation from the attending Dentist.
- Space maintainers are covered once in a patient's lifetime through age 17 for the same quadrant.
- The application of a preventive resin restoration is a Covered Dental Benefit once in a three-year period per tooth from the date of service.
  - Available for children through age 14.
  - If eruption of permanent molars is delayed, preventive resin restorations will be allowed if applied within 12 months of eruption with documentation from the attending Dentist.
  - Payment for a preventive resin restorations will be for permanent molars with no restorations on the occlusal (biting) surface.
  - The application of a preventive resin restoration is not a Covered Dental Benefit for three years after a sealant or preventive resin restoration on the same tooth.

\*Note: These benefits are available only under certain conditions of oral health. It is strongly recommended that you have your dentist submit a Confirmation of Treatment and Cost request to determine if treatment is a covered dental benefit. A Confirmation of Treatment and Cost is not a guarantee of payment. See the "Confirmation of Treatment and Cost" section for additional information.

#### Exclusions

Plaque control program (oral hygiene instruction, dietary instruction and home fluoride kits).

## **Class II Benefits**

#### **Class II Sedation**

#### **Covered Dental Benefits**

- ♦ General Anesthesia
- Intravenous moderate sedation.

#### Limitations

- General anesthesia is a Covered Dental Benefit only in conjunction with certain covered endodontic, periodontic and oral surgery procedures, as determined by DDWA, or when medically necessary, for children through age six, or a physically or developmentally disabled person, when in conjunction with Class I, II, III or Orthodontic Covered Dental Benefits.\*
- Intravenous Sedation is covered in conjunction with certain covered endodontic, periodontic and oral surgery procedures, as determined by DDWA.\*
- Sedation, which is either General Anesthesia or Intravenous Sedation, is a Covered Dental Benefit only once per day.

\*Note: These benefits are available only under certain conditions of oral health. It is strongly recommended that you have your dentist submit a Confirmation of Treatment and Cost request to determine if the treatment is a covered dental benefit. A Confirmation of Treatment and Cost is not a guarantee of payment. See the "Confirmation of Treatment and Cost is not a guarantee of payment. See the "Confirmation of Treatment and Cost" section" for additional information.

#### Exclusions

 General Anesthesia or Intravenous Sedation for routine post-operative procedures is not a paid Covered Dental Benefit except as described above for children through the age of six or a physically or developmentally disabled person.

#### **Class II Palliative Treatment**

#### **Covered Dental Benefits**

• Palliative treatment for pain.

#### Limitations

 Postoperative care and treatment of routine post-surgical complications are included in the initial cost for surgical treatment if performed within 30 days.

#### **Class II Restorative**

#### **Covered Dental Benefits**

- Restorations (fillings).
- Stainless steel crowns.

#### Limitations

- Restorations on the same surface(s) of the same tooth are covered once in a two-year period from the date of service.
- Restorations are covered for the following reasons:
  - Treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay)
  - ♦ Fracture resulting in significant loss of tooth structure (missing cusp)
  - ◊ Fracture resulting in significant damage to an existing restoration
- If a resin-based composite or glass ionomer restoration is placed in a posterior tooth (except those placed in the buccal (facial) surface of bicuspids), it will be considered an elective procedure and an amalgam allowance will be made, with any difference in cost being the responsibility of the patient.
- Stainless steel crowns are covered once in a two-year period from the seat date.

#### Exclusions

- Overhang removal.
- Copings.
- Re-contouring or polishing of a restoration.
- Restorations necessary to correct vertical dimension or to alter the morphology (shape) or occlusion.

#### Please also see:

Refer to "Crowns" for more information regarding coverage for crowns (other than stainless steel), inlays, veneers or onlays.

#### **Class II Oral Surgery**

#### **Covered Dental Benefits**

- Removal of teeth.
- Preparation of the mouth for insertion of dentures.
- Treatment of pathological conditions and traumatic injuries of the mouth.

#### Exclusions

- Bone replacement graft for ridge preservation.
- Bone grafts, of any kind, to the upper or lower jaws not associated with periodontal treatment of teeth.
- Orthognathic surgery or treatment.
- Tooth transplants.
- Materials placed in tooth extraction sockets for the purpose of generating osseous filling.

#### Please also see:

• "Class II Sedation "section for additional information.

### **Class II Periodontics**

#### **Covered Dental Benefits**

- Surgical and nonsurgical procedures for treatment of the tissues supporting the teeth.
- Periodontal scaling/root planing.
- Periodontal surgery.
- Limited adjustments to occlusion (eight teeth or fewer).
- Localized delivery of antimicrobial agents.\*
- ♦ Gingivectomy.

#### Limitations

- Periodontal scaling/root planing is covered once in a 36-month period from the date of service.
- Limited occlusal adjustments are covered once in a 12-month period from the date of service.
- Periodontal surgery (per site) is covered once in a three-year period from the date of service.
  - Periodontal surgery must be preceded by scaling and root planing done a minimum of six weeks and a maximum of six months prior to treatment, or the patient must have been in active supportive periodontal therapy.
- Soft tissue grafts (per site) are covered once in a three-year period from the date of service.

- Localized delivery of antimicrobial agents is a Covered Dental Benefit under certain conditions of oral health, such as periodontal Case Type III or IV, and five mm (or greater) pocket depth readings.\*
  - When covered, localized delivery of antimicrobial agents is limited to two teeth per quadrant and up to two times (per tooth) in a benefit period.
  - When covered, localized delivery of antimicrobial agents must be preceded by scaling and root planing done a minimum of six weeks and a maximum of six months prior to treatment, or the patient must have been in active supportive periodontal therapy.

\*Note: Some benefits are available only under certain conditions of oral health. It is strongly recommended that you have your dentist submit a Confirmation of Treatment and Cost request to determine if the treatment is a Covered Dental Benefit. A Confirmation of Treatment and Cost is not a guarantee of payment. See the "Confirmation of Treatment and Cost is not a guarantee of payment. See the "Confirmation of Treatment and Cost is not a guarantee of payment. See the "Confirmation of Treatment and Cost is not a guarantee of payment. See the "Confirmation of Treatment and Cost is not a guarantee of payment. See the "Confirmation of Treatment and Cost is not a guarantee of payment. See the "Confirmation of Treatment and Cost is not a guarantee of payment. See the "Confirmation of Treatment and Cost is not a guarantee of payment. See the "Confirmation of Treatment and Cost is not a guarantee of payment. See the "Confirmation of Treatment and Cost is not a guarantee of payment."

#### Please also see:

- "Class I Preventive" section for periodontal maintenance.
- "Class II Sedation" section for additional information.
- "Class III Periodontics" section for complete occlusal equilibration or occlusal guard.

#### **Class II Endodontics**

#### **Covered Dental Benefits**

Procedures for pulpal and root canal treatment, including pulp exposure treatment, pulpotomy, and apicoectomy.

#### Limitations

- Root canal treatment on the same tooth is covered once in a two-year period from the date of service.
- Re-treatment of the same tooth is allowed only when performed by a dentist other than the dentist who performed the original treatment and only if the re-treatment is performed in a dental office other than the office where the original treatment was performed.

#### Exclusions

• Bleaching of teeth.

#### Please also see:

• "Class II Sedation" section for additional information.

#### Crowns

#### **Covered Dental Benefits**

- Crowns, veneers, and onlays for treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of removing dental decay) or fracture resulting in significant loss of tooth structure (e.g., missing cusps or broken incisal edge).
- Crown buildups.
- Post and core on endodontically-treated teeth.
- Implant-supported crown.

#### Limitations

• A crown, veneer, or onlay on the same tooth is covered once in a five-year period from the seat date.

- An implant-supported crown on the same tooth is covered once in a five-year period from the original seat date of a previous crown on the same tooth.
- An inlay (as a single tooth restoration) will be considered as elective treatment and an amalgam allowance will be made, with any difference in cost being the responsibility of the Enrolled Person, once in a two-year period from the seat date.
- Payment for a crown, veneer, inlay, or onlay shall be paid based upon the date that the treatment or procedure is completed.
- A crown buildup is covered for a non-endodontically treated posterior (back) tooth only when one cusp is missing down to, or closer than, 2mm from the gum tissue in preparation for a restorative crown.
- ♦ A crown buildup is covered for an endodontically or a non-endodontically treated anterior (front) tooth only when more than 1/2 of the mesial-distal width of the incisal edge is missing down past the junction of the incisal and middle third of the tooth in preparation for a restorative crown.
- A crown buildup is covered once in a five-year period on the same tooth from the date of service.
- A post and core is covered once in a five-year period on the same tooth from the date of service.
- Crown buildups or post and cores are not a paid Covered Dental Benefit within two years of a restoration on the same tooth from the date of service.
- A crown used for purposes of re-contouring or repositioning a tooth to provide additional retention for a removable partial denture is not a paid Covered Dental Benefit unless the tooth is decayed to the extent that a crown would be required to restore the tooth whether or not a removable partial denture is part of the treatment.

#### Exclusions

- Copings.
- A core buildup is not billable with placement of an onlay, 3/4 crown, inlay or veneer.
- A crown or onlay is not a paid Covered Dental Benefit when used to repair micro-fractures of tooth structure when the tooth is asymptomatic (displays no symptoms) or there is an existing restoration with no evidence of decay or other significant pathology.
- A crown or onlay placed because of weakened cusps or existing large restorations.

## **Class III Benefits**

#### **Class III Periodontics**

These benefits are available for patients with periodontal Pocket depth readings of 5mm or greater only, as determined by your dentist. It is strongly recommended that prior to treatment you have your dentist submit a Confirmation of Treatment and Cost to determine if the planned treatment is a Covered Dental Benefit. A Confirmation of Treatment and Cost is not a guarantee of payment.

#### **Covered Dental Benefits**

- Occlusal guard (nightguard).
- Repair and relines of occlusal guard.
- Complete occlusal equilibration.

#### Limitations

- Occlusal guard is covered once in a three-year period from the date of service.
- Repair and relines done more than six months after the date of initial placement are covered.
- Complete occlusal equilibration is covered once in a lifetime.

#### **Class III Prosthodontics**

#### **Covered Dental Benefits**

- Dentures.
- Fixed partial dentures (fixed bridges).
- Inlays when used as a retainer for a fixed partial denture (fixed bridge).
- Removable partial dentures.
- Adjustment or repair of an existing prosthetic appliance.
- Surgical placement or removal of implants or attachments to implants.

#### Limitations

- Replacement of an existing fixed or removable partial denture is covered once every five years from the delivery date and only then if it is unserviceable and cannot be made serviceable.
- Payment for dentures, fixed partial dentures (fixed bridges), inlays (only when used as a retainer for a fixed bridge), and removable partial dentures shall be paid upon the seat/delivery date.
- Implants and superstructures are covered once every five years.
- **Temporary Denture** DDWA will allow the amount of a reline toward the cost of an interim partial or full denture. After placement of the permanent prosthesis, an initial reline will be a benefit after six months.
- Denture adjustments and relines Denture adjustments and relines done more than six months after the initial placement are covered. Subsequent relines or rebases (but not both) will be covered once in a 12-month period from the date of service.

#### Exclusions

- Crowns in conjunction with overdentures.
- Duplicate dentures.
- Personalized dentures.
- Copings.
- Maintenance or cleaning of a prosthetic appliance.

## **Other Benefits**

#### **Orthodontic Benefits for Covered Children**

Orthodontic treatment is the appliance therapy necessary for the correction of teeth or jaws that are positioned improperly.

The lifetime maximum amount payable by DDWA for orthodontic benefits provided to an Enrolled Person shall be \$1,500. Not more than \$750 of the maximum, or one-half of DDWA's total responsibility shall be payable at the time of initial banding. The final payment of DDWA's responsibility shall be made during the 7<sup>th</sup> month following the initial banding, providing the employee is enrolled and the dependent is in compliance with the age limitation.

#### **Covered Dental Benefits**

- Fixed or removable appliance therapy for the treatment of teeth or jaws.
- Orthodontic records: exams (initial, periodic, comprehensive, detailed and extensive), X-rays (intraoral, extraoral, diagnostic radiographs, panoramic), diagnostic photographs, diagnostic casts (study models) or cephalometric films.

#### Limitations

• Payment is limited to:

- Completion of the treatment plan, or any treatment that is completed through the plan's limiting age for Orthodontics, whichever occurs first.
- Treatment received after coverage begins (claims must be timely submitted to DDWA). For orthodontia claims, the initial banding date is the treatment date considered in the timely filing.
- Treatment that began prior to the start of coverage will be prorated. Allowable payment will be calculated based on the balance of treatment costs remaining on the date of eligibility.
- In the event of termination of the treatment plan prior to completion of the case, or termination of this plan, no subsequent payments will be made for treatment incurred after such termination date.

#### Exclusions

- Charges for replacement or repair of an appliance.
- Self-Administered Orthodontics.
- No benefits shall be provided for services considered inappropriate and unnecessary, as determined by DDWA.

It is strongly suggested that an orthodontic treatment plan be submitted to, and a Confirmation of Treatment and Cost be made by, DDWA prior to commencement of treatment. A Confirmation of Treatment and Cost is not a guarantee of payment. Additionally, payment for orthodontic benefits is based upon your eligibility. If you become ineligible prior to the subsequent payment of benefits, subsequent payment is not covered. If you have any questions about your Covered Dental Benefits or plan maximums please see the "Questions Regarding Your Plan" section on how to contact Customer Service.

#### Well Baby Checkups

For your infant child (three years of age and under), Delta Dental of Washington offers coverage for an oral evaluation and fluoride treatment through your family physician. Please ensure your infant child is enrolled in your dental plan to receive these benefits. Many physicians are trained to offer these evaluations, so please inquire when scheduling an appointment to be sure your physician offers this type of service. When visiting a physician with your infant, DDWA will reimburse the physician as a Non-Participating Provider, on your behalf for Oral Evaluation and Topical Application of Fluoride services performed. Reimbursement will be based on 100 percent of the applicable Non-Participating Provider fee for either Oral Evaluation or Topical Application of Fluoride, or both, depending on actual services provided.

Please see the "Benefits Covered by Your Plan" section of this booklet for any other limitations. Also, please be aware that Delta Dental of Washington has no control over the charges or billing practices of non-dentist providers which may affect the amount Delta Dental of Washington will pay and your financial responsibility.

If your provider has received training regarding Well Baby Checkups from DDWA they will have been provided instructions on how to submit a claim form. If your provider has not received training from DDWA, or if any provider has questions regarding how to file a claim they may contact us at 800-554-1907 for information on submitting a standard claim form for this service. If you have paid your provider directly and have a receipt for these services, please call us at 800-554-1907 for information on how to obtain reimbursement.

#### **General Exclusions**

The benefits covered under this plan are subject to limitations and exclusions listed in the benefits sections above which affect the type or frequency of procedures which will be covered. Additionally, this Plan does not cover every aspect of dental care. There are exclusions to the type of services that are covered, which are detailed in this "General Exclusions" section. All limitations and exclusions warrant careful reading. These items are not paid Covered Dental Benefits under this Plan.

- 1) Dentistry for cosmetic reasons.
- Restorations or appliances necessary to correct vertical dimension or to restore the occlusion, which include restoration of tooth structure lost from attrition, abrasion or erosion, and restorations for malalignment of teeth.

- 3) Services for injuries or conditions that are compensable under Worker's Compensation or Employers' Liability laws, and services that are provided to the covered person by any federal, state or provincial government agency or provided without cost to the covered person by any municipality, county, or other political subdivision, other than medical assistance in this state, under medical assistance RCW 74.09.500, or any other state, under 42 U.S.C., Section 1396a, section 1902 of the Social Security Act.
- 4) Application of desensitizing agents (treatment for sensitivity or adhesive resin application).
- 5) Experimental services or supplies
  - a) This includes:
    - i) Procedures, services or supplies are those whose use and acceptance as a course of dental treatment for a specific condition is still under investigation/observation. In determining whether services are experimental, DDWA, in conjunction with the American Dental Association, will consider them if:
      - (1) The services are in general use in the dental community in the state of Washington;
      - (2) The services are under continued scientific testing and research;
      - (3) The services show a demonstrable benefit for a particular dental condition; and
      - (4) They are proven to be safe and effective.
  - b) Any individual whose claim is denied due to this experimental exclusion clause will be notified of the denial within 20 working days of receipt of a fully documented request.
  - c) Any denial of benefits by DDWA on the grounds that a given procedure is deemed experimental may be appealed to DDWA. DDWA will respond to such an appeal within 20 working days after receipt of all documentation reasonably required to make a decision. The 20-day period may be extended only with written consent of the covered person.
  - d) Whenever DDWA makes an adverse determination and delay would jeopardize the covered person's life or materially jeopardize the covered person's health, DDWA shall expedite and process either a written or an oral appeal and issue a decision no later than 72 hours after receipt of the appeal. If the treating Licensed Professional determines that delay could jeopardize the covered person's health or ability to regain maximum function, DDWA shall presume the need for expeditious determination in any independent review.
- 6) Analgesics such as nitrous oxide, conscious sedation, euphoric drugs or injections of anesthetic not in conjunction with a dental service; or injection of any medication or drug not associated with the delivery of a covered dental service.
- 7) Prescription drugs.
- 8) Hospitalization charges and any additional fees charged by the dentist for hospital treatment.
- 9) Charges for missed appointments.
- 10) Behavior management.
- 11) Completing claim forms.
- 12) Habit-breaking appliances which are, fixed or removable device(s) fabricated to help prevent potentially harmful oral health habits (e.g., chronic thumb sucking appliance, tongue thrusting appliance etc.), does not include Occlusal Guard, see "Class III Periodontics" for benefit information.
- 13) TMJ services or supplies.
- 14) Accidental Injury Benefits.
- 15) This Plan does not provide benefits for services or supplies to the extent that those services and supplies are payable under any motor vehicle medical, motor vehicle no-fault, uninsured motorist, underinsured motorist, personal injury protection (PIP), commercial liability, homeowner's policy, or other similar type of coverage.

DDWA shall determine whether services are Covered Dental Benefits in accordance with a standard dental practice and the Limitations and Exclusions shown in this benefits booklet. Should there be a disagreement regarding the interpretation of such benefits, the subscriber shall have the right to appeal the determination in accordance with the non-binding appeals process in this benefit booklet and may seek judicial review of any denial of coverage of benefits.

#### **Necessary vs. Not Covered Treatment**

Your dentist may recommend a treatment plan that includes services which may not be covered by this Plan. DDWA does not specify which treatment should be performed, only which treatment will be paid for under your Plan. While a treatment may be appropriate for managing a specific condition of oral health, it must still meet the provisions of the dental Plan in order to be a paid Covered Dental Benefit. Prior to treatment, you and your dentist should discuss which services may not be covered as well as any fees that are your responsibility. For further information see the "Confirmation of Treatment and Cost" section.

#### **Confirmation of Treatment and Cost**

A Confirmation of Treatment and Cost is a request made by your dentist to DDWA to determine your benefits for a particular service. This Confirmation of Treatment and Cost will provide you and your dentist with general coverage information regarding your benefits and your potential out-of-pocket cost for services.

A Confirmation of Treatment and Cost is not an authorization for services but a notification of Covered Dental Benefits available at the time the Confirmation of Treatment and Cost is made and is not a guarantee of payment (please refer to the "Initial Benefit Determination" section regarding claims requirements).

A standard Confirmation of Treatment and Cost is processed within 15 days from the date of receipt of all appropriate information. If the information received is incomplete DDWA will notify you and your Dentist in writing that additional information is required in order to process the Confirmation of Treatment and Cost. Once the additional information is available your Dentist should submit a new request for a Confirmation of Treatment and Cost to DDWA.

In the event your benefits are changed, terminated, or you are no longer covered under this Plan, the Confirmation of Treatment and Cost is no longer valid. DDWA will make payments based on your coverage at the time treatment is provided.

#### **Urgent Confirmation of Treatment and Cost Requests**

Should a Confirmation of Treatment and Cost request be of an urgent nature, whereby a delay in the standard process may seriously jeopardize life, health, the ability to regain maximum function, or could cause severe pain in the opinion of a physician or dentist who has knowledge of the medical condition, DDWA will review the request within 72 hours from the receipt of the request and all supporting documentation. When practical, DDWA may provide notice of the determination orally with written or electronic confirmation to follow within 72 hours.

Immediate treatment is allowed without a requirement to obtain a Confirmation of Treatment and Cost in an emergency situation subject to the contract provisions.

## Section C – Choosing a Dentist

You may select any licensed dentist to provide services under this Plan; however, if you choose a dentist outside of the Delta Dental PPO Network, your costs may be higher than if you were to choose a Delta Dental PPO Dentist. Dentists that do not participate in the Delta Dental PPO Network have not contracted with DDWA to charge our established PPO fees for covered services. As a result, your choice of dentists could substantially impact your out-of-pocket costs.

Once you choose a dentist, tell them that you are covered by a DDWA dental plan and provide them the name and number of your group and your member identification number. Your group information can be found on the identification card document provided to you at enrollment, or printed from www.DeltaDentalWA.com. Additionally, you may obtain your group information and your member identification number by calling our customer service number at 800-554-1907 or through our website at www.DeltaDentalWa.com.

Delta Dental of Washington uses randomly selected identification numbers or universal identifiers to ensure the privacy of your information and to help protect against identity theft. Please note that ID cards are not required to see your dentist, but are provided for your convenience.

## **Delta Dental Participating Dentists**

Dentists who have agreed to provide treatment to patients covered by a DDWA plan are called 'Participating' Dentists, because they participate in our program of plans. For your Plan, Participating Dentists may be either Delta Dental Premier Dentists or Delta Dental PPO Dentists. You can find the most current listing of Participating Dentists by going online to the Delta Dental of Washington website at www.DeltaDentalWA.com. You may also call us at 800-554-1907.

### **Delta Dental Premier Dentists**

Premier Dentists have agreed to provide services for their filed fee under our standard agreement.

### **Delta Dental PPO Dentists**

Our PPO Dentists have agreed to provide services at a fee lower than their original filed fee. Because of this, selecting a PPO Dentist may be a more cost effective option for you.

If you select a Delta Dental Participating Dentist they will complete and submit claim forms, and receive payment directly from DDWA on your behalf. You will not be charged more than the Participating Dentist's approved fee. You will be responsible only for stated coinsurances, deductibles, any amount over the plan maximum and for any elective care you choose to receive outside the Covered Dental Benefits.

## **Non-Participating Dentists**

If you select a dentist who is not a Delta Dental Participating Dentist, you are responsible for ensuring either you or your dentist completes and submit a claim form. We accept any American Dental Association-approved claim form that you or your dentist may provide. You can also download claim forms from our website at www.DeltaDentalWA.com or obtain a form by calling us at 800-554-1907.

Payment for services performed by a Non-Participating Dentist will be based on their actual charges or DDWA's maximum allowable fees for Non-Participating Dentists, whichever is less. You will be responsible for paying any balance remaining to the dentist. Please be aware that DDWA has no control over Non-Participating Dentist's charges or billing practices.

#### **Out-of-State Dentists**

If you receive treatment from a Non-Participating Dentist outside of the state of Washington, your coinsurance amounts will be based on the coinsurance percentage established for a Delta Dental PPO Dentist. Allowable amounts paid for covered services will be based on the maximum allowable fee for a Participating Dentist in that state, or their actual fee, whichever is less.

## **Section D – Eligibility and Termination**

## **Employee Eligibility**

You are in an Eligible Class if you: (a) work at least 80 hours per month and are an active, regular full-time employee or a temporary employee in a benefits-eligible assignment and work at least 80 hours per month, or (b) are a temporary employee who is not in a benefits-eligible assignment, but have worked at least 1,040 cumulative non-overtime hours and at least 800 non-overtime hours in the previous 12 month period. You must not be represented by a bargaining group for which a separate Summary of Coverage is available. Your Employer will provide you with this information.

Your Eligibility Date is the effective date of this Plan if you were a regular employee in an Eligible Class on the date the Plan became effective. Otherwise, coverage begins for you and your dependents on your first day of employment if that date is: (a) the first calendar day of the month designated as a City business day, or (b) the first calendar day of the month designated/recognized as the first working day for the shift to which you are assigned, whichever is later. If your employment begins after said date, your coverage will begin the following month.

Your Eligibility Date if you are a temporary employee in an Eligible Class but not in a benefits-eligible assignment, is the first day of the calendar month following the date application is made and the rate is paid, or the date designated by your Employer if application is made during an open enrollment period. If you are a temporary employee in a benefits-eligible assignment, your coverage begins the first calendar day of the month designated as a City business day. If your employment begins after said date, your coverage will begin the following month.

An employee for whom coverage already became effective, but who is absent without pay on the first day of the calendar month and returns by the 15th of the month will not have a lapse in coverage. Coverage for an employee who returns after the 15th of the month will begin the first day of the following calendar month. However, an employee who is absent without pay for 15 consecutive calendar days or less will not have a lapse in coverage.

## **Employee Termination**

Eligibility and Coverage terminates at the end of the month in which you cease to be an employee or at the end of the month for which timely payment of monthly Premiums was made by Group on your behalf to DDWA, or upon termination of Group's Contract with DDWA, whichever occurs first.

In the event of a suspension or termination of compensation, directly or indirectly as a result of a strike, lockout, or other labor dispute, an Enrolled Employee may continue coverage by paying the applicable Premium directly to the employer for a period not to exceed six months. Payments of premiums must be made when due, or DDWA may terminate the coverage.

The benefits under your DDWA dental Plan may be continued provided you are eligible for Federal Family and Medical Leave Act (FMLA) and you are on a leave of absence that meets the FMLA criteria. For further information, contact your employer.

## **Dependent Eligibility**

Eligible Dependents include:

- The employee's legal spouse/state registered domestic partner or non-registered domestic partner named on the Affidavit of Marriage/Domestic Partnership on file with the City.
- Natural, adopted, legally placed ward or stepchild from birth through 25. Spouses and children of married dependents are not eligible for coverage under this plan.
- In the case of divorced parents, children are eligible and may be enrolled by the parent (an eligible employee) who is legally responsible for health care benefits, regardless of whether or not the child is primarily dependent upon the employee for support. The child shall be eligible from birth through 25

A child will be considered an Eligible Dependent as an adopted child if one of the following conditions are met: 1) the child has been placed with the eligible Enrolled Employee for the purpose of adoption under the laws of the state in which the employee resides; or 2) the employee has assumed a legal obligation for total or partial support of the child

in anticipation of adoption. When additional Premium is not required, we encourage enrollment as soon as possible to prevent delays in the claims processing. See the "Special Enrollment" section for additional information.

An enrolled dependent is an Eligible Dependent that has completed the enrollment process.

A new family member, with the exception of newborns and adopted children, should be enrolled on the first day of the month following the date he or she qualifies as an Eligible Dependent.

A newborn shall be covered from and after the moment of birth, and an adopted child or child placed in anticipation of adoption shall be covered from the date of assumption of a legal obligation for total or partial support or upon placement of the child in anticipation of adoption.

<u>When additional premium is required</u> for a newborn or adopted child or child placed in anticipation of adoption, enrollment must be received by DDWA within the timeframe listed under "Marriage, Birth and Adoption" section, which is no less than 60 days from the date of the qualifying event.

<u>When additional premium is not required</u>, we encourage enrollment as soon as possible to prevent delays in claims processing but coverage will be provided in any event. Dental coverage provided shall include, but is not limited to, coverage for congenital anomalies of infant children.

Enrolled employees who choose not to enroll an Eligible Dependent during the initial enrollment period of the dental Plan may enroll the Eligible Dependent only during an Open Enrollment, except under special enrollment. See the "Special Enrollment" section for more information. An enrolled dependent is an Eligible Dependent that has completed the enrollment process.

## **Dependent Termination**

Enrolled dependent coverage terminates at the end of the month in which the enrolled employee's coverage terminates, or when the dependent ceases to be eligible, whichever occurs first.

Unless otherwise indicated, an Enrolled Dependent shall cease to be enrolled in this Plan on the last day of the month of the Enrolled Employee's employment, or when the person no longer meets the definition of an Eligible Dependent, or the end of the calendar month for which Group has made timely payment of the monthly Premiums on behalf of the Enrolled Employee to DDWA, or upon termination of Group's Contract with DDWA, whichever occur first.

A Dependent may be enrolled or terminated from coverage under this Plan during Open Enrollment or during a Special Enrollment Period following a qualifying event as defined in the "Special Enrollment" section.

## **Coverage for Temporary Employees**

Temporary employees may in certain circumstances be eligible to participate in this plan on a self-pay basis. A temporary employee who a) is in a benefits-eligible assignment, and works at least 80 hours per month is eligible to obtain City-paid contributions for coverage or b) has worked at least 1,040 hours cumulative non-overtime hours and at least 800 non-overtime hours in the previous 12-month period is eligible to purchase dental benefits.

Enrollment for temporary employees begins the first of the calendar month following the date application is made and the rate is paid, or the date designated by the Group if application is made during an open enrollment period. Enrollment for eligible temporary employees in a benefits-eligible assignment will begin the first calendar day of the month designated as a City business day. If employment begins after said date, the coverage for the temporary employee in a benefits eligible assignment. See your Department Human Resources or Payroll Representative for further information.

## **Other Dependent Eligibility Topics**

Coverage for an enrolled dependent child who attains the limiting age while covered under this Plan will not be terminated if the child is and continues to be both 1) incapable of self-sustaining employment by reasons of developmental disability (attributable to intellectual disability or related conditions which include cerebral palsy, epilepsy, autism, or another neurological condition which is closely related to intellectual disability or which requires treatment similar to that required for intellectually disabled individuals) or physical handicap; and 2) chiefly dependent upon the Enrolled Person for support and maintenance. Continued coverage requires that proof of incapacity and

dependency be furnished to DDWA within 31 days of the dependent's attainment of the limiting age. DDWA reserves the right to periodically verify the disability and dependency but not more frequently than annually after the first two years.

Pursuant to the terms of a Qualified Medical Child Support Order (QMCSO), the Plan also provides coverage for a child, even if the parent does not have legal custody of the child or the child is not dependent on the parent for support. This applies regardless of any enrollment season restrictions that might otherwise exist for dependent coverage. A QMCSO may be either a National Medical Child Support Notice issued by a state child support agency or an order or judgment from a state court or administrative body directing the company to cover a child under the Plan. Federal law provides that a QMCSO must meet certain form and content requirements to be valid. If the parent is not enrolled in the Plan, the parent must enroll for coverage for both the parent and the child. If the plan receives a valid QMCSO and the parent does not enroll the dependent child, the custodial parent or state agency may do so. A child who is eligible for coverage through a QMCSO may not enroll dependents for coverage under the plan.

## **Special Enrollment Periods**

Enrollment or termination of you or your Eligible Dependent is allowed at Open Enrollment times, and also during Special Enrollment Periods, which are triggered by the following situations:

### Loss of Other Coverage

If you and/or your Eligible Dependents involuntarily lose coverage under another dental plan, you may change coverage under this Plan if you or your Eligible Dependent lose eligibility in another health Plan or your coverage is terminated due the following:

- You declined enrollment in this Plan.
- You lose eligibility in another health Plan or your coverage is terminated due to the following:
  - ♦ Legal separation or divorce
  - Cessation of dependent status
  - Output Death of Employee
  - ◊ Termination of employment or employer contributions
  - ◊ Reduction in hours
  - Loss of individual or group market coverage because of move from Plan area or termination of benefit plan
  - Exhaustion of COBRA coverage
- Your application to enroll in this Plan must be received by DDWA within 31 days of losing other coverage. Coverage will be effective the first day of the month following receipt of application.

If these conditions are not met, you must wait until the next Open Enrollment Period, or the occurrence of another valid qualifying election event, to apply for coverage.

DDWA or Group may require confirmation that when initially offered coverage the Eligible Person submitted a written statement declining because the Eligible Person or Eligible Dependent has other coverage. DDWA requests that the application for coverage under this Plan must be made within 31 days of the termination of previous coverage. If an additional Premium for coverage is required and enrollment and payment is not completed within the 31 days, such Eligible Dependent may be enrolled during the next Open Enrollment or upon the occurrence of another valid qualifying election change event.

## Marriage, Birth or Adoption

If you declined enrollment in this Plan, you may apply for coverage for yourself and your Eligible Dependents in the event of marriage, birth of a child(ren), or when you or your spouse assume legal obligation for total or partial support or upon placement of a child(ren) in anticipation of adoption.

Marriage or Domestic Partner Registration – DDWA requests the application for coverage be made within 30 days of the date of marriage/registration. If enrollment and payment are not completed within the 30 days, the Eligible Dependent may be enrolled during the next Open Enrollment or upon the occurrence of another valid qualifying election change event.

DDWA considers the terms spouse, marriage, marital, husband, wife, widow, widower, next of kin, and family to apply equally to domestic partnerships or individuals in domestic partnerships, as well as to marital relationships and married persons. References to dissolution of marriage will apply equally to domestic partnerships that have been terminated, dissolved or invalidated. Where necessary, gender-specific terms such as husband and wife used in any part of this benefit booklet will be considered as gender neutral and applicable to individuals in domestic partnerships. DDWA and the group will follow all applicable state and federal requirements, including any applicable regulations.

- Birth A newborn shall be covered from and after the moment of birth. DDWA requests the application for coverage be made within 60 days of the date of birth. If an additional Premium for coverage is required and enrollment and payment is not completed within the 60 days, the Eligible Dependent may be enrolled during the next Open Enrollment or upon the occurrence of another valid qualifying election change event.
- ♦ <u>Adoption</u> DDWA requests the application for coverage be made within 60 days of the date of assumption of a legal obligation for total or partial support or upon placement of the child in anticipation of adoption. If an additional Premium for coverage is required and enrollment and payment is not completed within the 60 days, the Eligible Dependent may be enrolled during the next Open Enrollment or upon the occurrence of another valid qualifying election change event.

## **Uniformed Services Employment & Re-Employment Rights Act (USERRA)**

Enrolled Employees who join a branch of military service have the right to continue dental coverage for up to 24 months by paying the monthly Premiums, even if they are employed by groups that are too small to comply with COBRA. For further information on your rights under this act, please contact your legal counsel.

## Family and Medical Leave Act (FMLA) and Paid Family Medical Leave (PFML)

The benefits for an enrolled member under this DDWA dental Plan may be continued provided the employee is eligible for the Federal Family and Medical Leave Act (FMLA) or Washington State's Paid Family Medical Leave Act (PFML) and is on a leave of absence that meets the appropriate criteria. For further information, contact your employer.

## **Consolidated Omnibus Budget Reconciliation Act (COBRA)**

DDWA supports the Federal Health Benefit Continuation Provisions of The Consolidated Omnibus Budget Reconciliation Act known as "COBRA" which are applicable to this Plan.

An employee and any enrolled family members affected by the above law should be aware of the following terms, conditions and limitations as they apply to temporary continuation of group dental care coverage upon the occurrence of certain qualifying events.

An employee covered by this group dental care Plan has a right to choose this continuation coverage if group dental care coverage is lost because of reduced employment hours or terminated of employment for reasons other than gross misconduct on the part of the employee.

The dependents of an employee covered by a group dental care plan have the right to choose continuation coverage, if group coverage under the group dental care plan is lost for any of the following five reasons:

1) The death of the employee;

- 2) A termination of the employee's employment (for reasons other than gross misconduct) or reduction in the employee's hours of employment;
- 3) Divorce or legal separation from the employee;
- 4) The employee becomes entitled to Medicare; or
- 5) The dependent ceases to be an "Eligible Dependent" under the group dental care plan.

Under the law, the employee or a family member has the responsibility to inform the employer of a divorce or legal separation, or of a child losing dependent status under the group dental care plan.

COBRA coverage begins on the date that coverage would otherwise have ended due to a qualifying event. Coverage will end at the end of the maximum period as defined below.

When the employer is notified of a qualifying event, the employer in turn notifies the employee of his or her right to choose continuation coverage. The employee then has at least 60 days from the date they are furnished election notice, or the date that coverage would have ended, whichever is later, to inform the employer that continuation coverage has been chosen. The employer is required to notify the dental care Plan within 30 days of an employee's death, termination, reduction of hours or entitlement to Medicare.

If continuation coverage is not chosen, the group dental care coverage will end.

Covered employees are eligible to continue coverage for 18 months when coverage is lost due to termination of employment or from reduction in hours. If continuation of coverage is chosen, the employer is required to provide coverage that, as of the time coverage is being provided, is identical to the coverage provided under the Plan to similarly situated employees or family members.

If the covered employee's eligibility under this Contract ends when he or she becomes entitled to Medicare benefits, then COBRA coverage may not be continued for that employee. If a dependent is actively participating in COBRA and the covered employee becomes entitled to Medicare benefits then coverage may not be continued for the employee; however COBRA coverage may be continued for any dependent's for up to 36 months form the covered employee's Medicare entitlement date. If the covered employee's eligibility under the Contract continues beyond Medicare entitlement, but later ends upon termination of employment or retirement, then any dependents may continue coverage for up to 1) 36 months form the covered employee's Medicare entitlement date, or 2) 18 months form the date the insured person's employment ended, whichever is later.

Employees or dependents who are disabled at the time the employee terminates employment or reduces hours or if they become disabled at any time during the first 60 days of COBRA coverage, are eligible for an additional 11 months of continued coverage from the date of the qualifying event. The total continued coverage period will not exceed 29 months from the date of the qualifying event. The individual must be determined as disabled by the Social Security Administration and must notify Group within 60 days of Social Security's determination date.

If the covered employee has a child or adopts a child during the period of COBRA coverage, such employee may elect to cover that child.

Generally, COBRA participants lost coverage when they become eligible under another group plan. However, if the new Plan has pre-existing limitations or exclusions, affected individuals may continue coverage under the former Plan until the pre-existing condition(s) is no longer limited or the continuation coverage period ends, whichever is earlier.

COBRA payments are due within 45 days from the date of application. Payments must be made retroactively from the date of COBRA eligibility up through the current month of eligibility.

Dependents experiencing second qualifying events while under COBRA may extend coverage for an additional 18 months.

Continuation coverage may be ended for any of the following reasons:

- 1) The employer no longer provides group dental care coverage to any of its employees;
- 2) The Premium for continuation coverage is not paid, or not paid on time, as provided by law;

- You became covered under another group dental care Plan after the date you elect COBRA coverage. If, however, the new Plan contains an exclusion or limitation for a pre-existing condition (as explained above), coverage does not end for this reason until the exclusion or limitation no longer applies;
- 4) You become entitled to Medicare after the date you elect COBRA coverage, or
- 5) The spouse is divorced from a covered employee and subsequently remarries and is covered under any group dental care Plan unless a pre-existing condition described above takes precedence.

Proof of insurability is not required to choose continuation coverage. However, the employee may have to pay all or part of the Premium for the continuation coverage.

## Section E – Claim Review

## **Claim Forms**

American Dental Association-approved claim forms may be obtained from your dentist. You may also download claim forms from our website at www.DeltaDentalWA.com or call us at 800-554-1907 to have forms sent to you.

DDWA is not obligated to pay for treatment performed for which claim forms are submitted for payment more than 12 months after the date of such treatment. For orthodontia claims, the initial banding date, which is the date the appliance is placed, is the treatment date used to start this 12 month period.

## **Initial Benefit Determinations**

An initial benefit determination is conducted at the time of claim submission to DDWA for payment modification or denial of payment. In accordance with regulatory requirements, DDWA processes all clean claims within 30 days from the date of receipt. Clean claims are claims that have no defect or impropriety, including a lack of any required substantiating documentation, or particular circumstances requiring special treatment that prevents timely payments from being made on the claim. Claims not meeting this definition are paid or denied within 60 days of receipt.

If a claim is denied, in whole or in part, or is modified, you will be furnished with a written Explanation of Benefits (EOB) that will include the following information:

- The specific reason for the denial or modification
- Reference to the specific plan provision on which the determination was based
- Your appeal rights should you wish to dispute the original determination

### **Appeals of Denied Claims**

#### How to contact us

We will accept notice of an Urgent Care, Grievance, or Appeal if made by you, your covered dependent, or an authorized representative of your covered dependent orally by contacting us at the telephone number below or in writing directed to Delta Dental of Washington, P.O. Box 75983, Seattle, WA 98175-0983. You may include any written comments, documents or other information that you believe supports your claim. For more information please call 800-554-1907.

#### **Authorized Representative**

You may authorize another person to represent you or your dependent and receive communications from DDWA regarding you or your dependent's specific appeal. The authorization must be in writing and signed by you. If an appeal is submitted by another party without this authorization, a request will be made to obtain a completed authorized representative form. The appeal process will not commence until this form is received. Should the form, or any other document confirming the right of the individual to act on your behalf, i.e., power of attorney, not be returned, the appeal will be closed.

#### **Informal Review**

If your claim for dental benefits has been completely or partially denied, or you have received any other adverse benefit determination, you have the right to initiate an appeal. Your first step in the appeal process is to request an informal review of the decision. Either you, or your authorized representative (see the "Authorized Representative" section), must submit your request for a review within 180 days from the date of the adverse benefit determination (please see your Explanation of Benefits form). A request for a review may be made orally or in writing and must include the following information:

- Your name, the patient's name (if different) and ID number
- The claim number (from your Explanation of Benefits)
- The name of the dentist

DDWA will review your request and send you a notice within 14 days of receiving your request. This notice will either be the determination of our review or a notification that we will require an additional 16 days, for a total of 30 days. When our review is completed, DDWA will send you a written notification of the review decision and provide you information regarding any further appeal rights available should the result be unfavorable to you. Upon request, you will be granted access to, and copies of, all relevant information used in making the review decision. Informal reviews of wholly or partially denied claims are conducted by persons not involved in the initial claim determination.

#### **Formal Review**

If you are dissatisfied with the outcome of the informal review, you may request a formal appeal. Your formal appeal will be reviewed by the DDWA Appeals Committee. This Committee includes only persons who were not involved in either the original decision or the previous review.

Your request for a review by the Appeals Committee must be made within 90 days of the date of the letter notifying you of the informal review decision. Your request should include the information submitted with your informal review request plus a copy of the informal review decision letter. You may also submit any other documentation or information you believe supports your case.

The Appeals Committee will review your claim within 30 days of receiving your request. Upon completion of their review the Appeals Committee will send you written notification of their decision. Upon request, you will be granted access to, and copies of, all relevant information used in making the review decision.

Whenever DDWA makes an adverse determination and delay would jeopardize the covered person's life or materially jeopardize the covered person's health, DDWA shall expedite and process either a written or an oral appeal and issue a decision no later than 72 hours after receipt of the appeal. If the treating Licensed Professional determines that delay could jeopardize the eligible person's health or ability to regain maximum function, DDWA shall presume the need for expeditious review, including the need for an expeditious determination in any independent review consistent with applicable regulations.

## How to Report Suspicion of Fraud

If you suspect a dental provider, an insurance producer or an individual might be committing insurance fraud, please contact DDWA at 800-554-1907. You may also want to alert any of the appropriate law enforcement authorities including:

- The National Insurance Crime Bureau (NICB). You can reach the NICB at 800-835-6422 (callers do not have to disclose their names when reporting fraud to the NICB).
- The Office of the Insurance Commissioner (OIC). You can reach the OIC at 360-725-7263 or go to www.insurance.wa.gov for more information.

## Your Rights and Responsibilities

We view our benefit packages as a partnership between DDWA, our subscribers, and our Participating Dentists. All partners in this process play an important role in achieving quality oral health services. We would like to take a moment and share our views of the rights and responsibilities that make this partnership work.

#### You Have The Right To:

- Seek care from any licensed dentist in Washington or nationally. Our reimbursement for such care varies depending on your choice (Delta Dental Participating Dentist or Non-Participating Dentist), but you can receive care from any dentist you choose.
- Participate in decisions about your oral health care.
- Be informed about the oral health options available to you and your family.
- Request information concerning benefit coverage levels for proposed treatments prior to receiving services.
- Have access to specialists when services are required to complete a treatment, diagnosis or when your primary care dentist makes a specific referral for specialty care.

- Contact DDWA customer service personnel during established business hours to ask questions about your oral health benefits. Alternatively, information is available on our website at www.DeltaDentalWA.com.
- Appeal orally or in writing, decisions or grievances regarding your dental benefit coverage and have these issues resolved in a timely, professional and fair manner.
- Have your individual health information kept confidential and used only for resolving health care decisions or claims.
- Receive quality care regardless of your gender, race, sexual orientation, marital status, cultural, economic, educational or religious background.

#### To Receive the Best Oral Health Care Possible, It Is Your Responsibility To:

- Know your benefit coverage and how it works.
- Arrive at the dental office on time or let the dental office know well in advance if you are unable to keep a scheduled appointment. Some offices require 24-hour notice for appointment cancellations before they will waive service charges.
- Ask questions about treatment options that are available to you regardless of coverage levels or cost.
- Give accurate and complete information about your health status and history and the health status and history of your family to all healthcare providers when necessary.
- Read carefully and ask questions about all forms and documents that you are requested to sign, and request further information about items you do not understand.
- Follow instructions given by your dentist or their staff concerning daily oral health improvement or post service care.
- Send requested documentation to DDWA to assist with the processing of claims, Confirmation of Treatment and Costs, or appeals.
- If applicable, pay the dental office any appropriate co-payment amounts at time of visit.
- Respect the rights, office policies and property of each dental office you have the opportunity to visit.
- Inform your dentist and your employer promptly of any change to your, or a family member's address, telephone, or family status.

#### Health Insurance Portability and Accountability Act (HIPAA)

Delta Dental of Washington is committed to protecting the privacy of your dental health information in compliance with the Health Insurance Portability and Accountability Act. You can get our Notice of Privacy Practices by visiting www.DeltaDentalWA.com, or by calling DDWA at 800-554-1907.

#### **Conversion Option**

If your dental coverage stops because your employment or eligibility ends, the group policy ends, or there is an extended strike, lockout or labor dispute, you may apply directly to DDWA to convert your coverage to a Delta Dental Individual and Family plan. You must apply within 31 days of termination of your group coverage or 31 days after you receive notice of termination of coverage, whichever is later. The benefits and premium costs of a Delta Dental Individual and Family plan may be different from those available under your current plan. You may learn about our Individual and Family plans and apply for coverage online at DeltaDentalCoversMe.com or by calling 888-899-3734.

#### **Extension of Benefits**

In the event a person ceases to be eligible for enrollment, or ceases to be enrolled, or in the event of termination of this Plan, DDWA shall not be required to pay for services beyond the termination date. An exception will be made for the completion of procedures requiring multiple visits that were started while coverage was in effect, are completed within 30 days of the termination date, and are otherwise benefits under the terms of this Plan.

## **Coordination of Benefits**

Coordination of this Contract's Benefits with Other Benefits: The coordination of benefits (COB) provision applies when you have dental coverage under more than one *Plan*. *Plan* is defined below.

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

**Definitions:** For the purpose of this section, the following definitions shall apply:

A "*Plan*" is any of the following that provides benefits or services for dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same *Plan* and there is no COB among those separate contracts. However, if COB rules do not apply to all contracts, or to all benefits in the same contract, the contract or benefit to which COB does not apply is treated as a separate *Plan*.

- Plan includes: group, individual or blanket disability insurance contracts, and group or individual contracts issued by health care service contractors or health maintenance organizations (HMO), Closed Panel Plans or other forms of group coverage; medical care components of long-term care contracts, such as skilled nursing care; and Medicare or any other federal governmental Plan, as permitted by law.
- Plan does not include: hospital indemnity or fixed payment coverage or other fixed indemnity or fixed payment coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident and similar coverage that cover students for accidents only, including athletic injuries, either on a twenty-four-hour basis or on a "to and from school" basis; benefits for nonmedical components of long-term care policies; automobile insurance policies required by statute to provide medical benefits; Medicare supplement policies; A state Plan under Medicaid; A governmental *plan*, which, by law, provides benefits that are in excess of those of any private insurance Plan or other nongovernmental *plan*; benefits provided as part of a direct agreement with a direct patient-provider primary care practice as defined by law or coverage under other federal governmental *Plans*, unless permitted by law.

Each contract for coverage under the above bullet points is a separate *Plan*. If a *Plan* has 2 parts and COB rules apply only to one of the 2, each of the parts is treated as a separate *Plan*.

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

The order of benefit determination rules determine whether *This Plan* is a *Primary Plan* or *Secondary Plan* when you have dental coverage under more than one *Plan*.

When *This Plan* is primary, it determines payment for its benefits first before those of any other *Plan* without considering any other *Plan*'s benefits. When *This Plan* is secondary, it determines its benefits after those of another *Plan* and must make payment in an amount so that, when combined with the amount paid by the *Primary Plan*, the total benefits paid or provided by all *Plans* for the claim are coordinated up to 100 percent of the total *Allowable Expense* for that claim. This means that when *This Plan* is secondary, it must pay the amount which, when combined with what the *Primary Plan* paid, does not exceed 100 percent of the *Allowable Expense*. In addition, if *This Plan* is secondary, it must calculate its savings (its amount paid subtracted from the amount it would have paid had it been the *Primary Plan*) and record these savings as a benefit reserve for you. This reserve must be used to pay any expenses during that calendar year, whether or not they are an *Allowable Expense* under *This Plan*. If *This Plan* is secondary, it will not be required to pay an amount in excess of its maximum benefit plus any accrued savings.

"Allowable Expense" except as outlined below, means any health care expense including coinsurance or copayments and without reduction for any applicable deductible, that is covered in full or in part by any of the plans covering you. When coordinating benefits as the secondary plan, Delta Dental of Washington must pay an amount which, together with the payment made by the primary plan, cannot be less than the same allowable expense as the secondary Plan would have paid if it was the primary plan. In no event will DDWA be required to pay an amount in excess of its maximum benefit plus accrued savings. When Medicare, Part A, Part B, Part C, or Part D is primary, Medicare's allowable amount is the allowable expense.

An expense or a portion of an expense that is not covered by any of the *plans* is not an allowable expense. The following are examples of expenses that are not *Allowable Expenses*:

- If you are covered by 2 or more Plans that compute their benefit payments on the basis of a maximum allowable amount, relative value schedule reimbursement method or other similar reimbursement method, any amount charged by the provider in excess of the highest reimbursement amount for a specific benefit is not an *Allowable Expense*.
- If you are covered by 2 or more *Plans* that provide benefits or services on the basis of negotiated fees, an amount in excess of this plan's negotiated fee is not an *Allowable Expense*.

"Closed Panel Plan" is a Plan that provides dental benefits to you in the form of services through a panel of providers who are primarily employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.

"*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 without regard to any temporary visitation.

**Order of Benefit Determination Rules:** When you are covered by 2 or more *Plans*, the rules for determining the order of benefit payments are as follows:

The Primary Plan must pay or provide its benefits as if the Secondary Plan or Plans did not exist.

A *Plan* that does not contain a coordination of benefits provision that is consistent with Chapter 284-51 of the Washington Administrative Code is always primary unless the provisions of both *Plans* state that the complying *Plan* is primary, except coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage is excess to any other parts of the *Plan* provided by the contract holder.

A *Plan* may consider the benefits paid or provided by another *Plan* in calculating payment of its benefits only when it is secondary to that other *Plan*.

Each *Plan* determines its order of benefits using the first of the following rules that apply:

"Non-Dependent or Dependent" The Plan that covers you other than as a Dependent, for example as an employee, member, policyholder, subscriber or retiree is the Primary Plan and the Plan that covers you as a Dependent is the Secondary Plan. However, if you are a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering you as a Dependent, and primary to the Plan covering you as other than a Dependent (e.g., a retired employee), then the order of benefits between the 2 Plans is reversed so that the Plan covering you as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the other Plan is the Primary Plan.

"Dependent Child Covered Under More Than One Plan" Unless there is a court decree stating otherwise, when a Dependent child is covered by more than one Plan the order of benefits is determined as follows:

- 1) For a *Dependent* child whose parents are married or are living together, whether or not they have ever been married:
  - a) The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
  - b) If both parents have the same birthday, the *Plan* that has covered the parent the longest is the *Primary Plan*.
- 2) For a *Dependent* child whose parents are divorced or separated or not living together, whether or not they have ever been married:
  - a) If a court decree states that one of the parents is responsible for the Dependent child's dental expenses or dental coverage and the *Plan* of that parent has actual knowledge of those terms, that *Plan* is primary. This rule applies to claims determination periods commencing after the *Plan* is given notice of the court decree;
  - b) If a court decree states one parent is to assume primary financial responsibility for the Dependent child but does not mention responsibility for dental expenses, the *Plan* of the parent assuming financial responsibility is primary;
  - c) If a court decree states that both parents are responsible for the Dependent child's dental expenses or dental coverage, the provisions of point 1) above (for dependent child(ren) whose parents are married or are living together) determine the order of benefits;
  - d) If a court decree states that the parents have joint custody without specifying that one parent has
    responsibility for the dental expenses or dental coverage of the Dependent child, the provisions of point 1)
    above (for dependent child(ren) whose parents are married or are living together) determine the order of
    benefits; or
  - e) If there is no court decree allocating responsibility for the Dependent child's dental expenses or dental coverage, the order of benefits for the child is as follows:
    - I. The Plan covering the Custodial Parent, first;
    - II. The Plan covering the spouse of the Custodial Parent, second;
    - III. The Plan covering the noncustodial Parent, third; and then
    - IV. The Plan covering the spouse of the noncustodial Parent, last
- 3) For a Dependent child covered under more than one Plan of individuals who are not the parents of the child, the provisions of points 1) or 2) above (for dependent child(ren) whose parents are married or are living together or for dependent child(ren) whose parents are divorced or separated or not living together) determine the order of benefits as if those individuals were the parents of the child.

"Active Employee or Retired or Laid-off Employee": The Plan that covers you as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering you as a retired or laid-off employee is the Secondary Plan. The same would hold true if you are a Dependent of an active employee and you are a Dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule under the Non-Dependent or Dependent provision above can determine the order of benefits.

"COBRA or State Continuation Coverage": If your 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 you as an employee, member, subscriber or retiree or covering you as a *Dependent* of an employee, member, subscriber or retiree is the *Primary Plan* and the COBRA or state or other federal continuation coverage is the *Secondary Plan*. If the other *Plan* does not have this rule, and as a result, the *Plans* do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule under the *Non-Dependent* or *Dependent* provision above can determine the order of benefits.

"Longer or Shorter Length of Coverage": The Plan that covered you as an employee, member, policyholder, subscriber or retiree longer is the Primary Plan and the Plan that covered you the shorter period of time is the Secondary Plan.

If the preceding rules do not determine the order of benefits, the *Allowable Expenses* must be shared equally between the *Plans* meeting the definition of *Plan*. In addition, *This Plan* will not pay more than it would have paid had it been the *Primary Plan*.

Effect on the Benefits of *This Plan*: When *This Plan* is secondary, it may reduce its benefits so that the total benefits paid or provided by all *Plans* during a claim determination period are not more than the *Total Allowable Expenses*. In determining the amount to be paid for any claim, the *Secondary Plan* must make payment in an amount so that, when combined with the amount paid by the *Primary Plan*, the total benefits paid or provided by all *Plans* for the claim do not exceed 100 percent of the total *Allowable Expense* for that claim. Total *Allowable Expense* is the *Allowable Expense* of the *Primary Plan* or the *Secondary Plan up to this plan's allowable expense*. In addition, the *Secondary Plan* must credit to its *Plan* deductible any amounts it would have credited to its deductible in the absence of other dental coverage.

How We Pay Claims When We Are Secondary: When we are knowingly the Secondary Plan, we will make payment promptly after receiving payment information from your Primary Plan. Your Primary Plan, and we as your Secondary Plan, may ask you and/or your provider for information in order to make payment. To expedite payment, be sure that you and/or your provider supply the information in a timely manner.

If the *Primary Plan* fails to pay within 60 calendar days of receiving all necessary information from you and your provider, you and/or your provider may submit your claim for us to make payment as if we were your *Primary Plan*. In such situations, we are required to pay claims within 30 calendar days of receiving your claim and the notice that your *Primary Plan* has not paid. This provision does not apply if Medicare is the *Primary Plan*. We may recover from the *Primary Plan* any excess amount paid under the "right of recovery" provision in the *plan*.

If there is a difference between the amounts the *plans* allow, we will base our payment on the higher amount. However, if the *Primary Plan* has a contract with the provider, our combined payments will not be more than the amount called for in our contract. Health maintenance organizations (HMOs) and health care service contractors usually have contracts with their providers as do some other *plans*. We will determine our payment by subtracting the amount paid by the *Primary Plan* from the amount we would have paid if we had been primary. We must make payment in an amount so that, when combined with the amount paid by the *Primary Plan*, the total benefits paid or provided by all *plans* for the claim does not exceed one hundred percent of the total allowable expense (the highest of the amounts allowed under each Plan involved) for your claim. We are not required to pay an amount in excess of our maximum benefit plus any accrued savings. If your provider negotiates reimbursement amounts with the *plan*(s) for the service provided, your provider may not bill you for any excess amounts once he/she has received payment for the highest of the negotiated amounts. When our deductible is fully credited, we will place any remaining amounts in a savings account to cover future claims which might not otherwise have been paid.

**Right to Receive and Release Needed Information:** Certain facts about dental coverage and services are needed to apply these COB rules and to determine benefits payable under *This Plan* and other *Plans*. The Company may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under *This Plan* and other *Plans* covering you. The Company need not tell, or get the consent of, any person to do this. To claim benefits under *This Plan* you must give the Company any facts it needs to apply those rules and determine benefits payable.

**Facility of Payment:** If payments that should have been made under *This Plan* are made by another *Plan*, the Company has the right, at its discretion, to remit to the other *Plan* the amount the Company determines appropriate to satisfy the intent of this provision. The amounts paid to the other *Plan* are considered benefits paid under *This Plan*. To the extent of such payments, the Company is fully discharged from liability under *This Plan*.

**Right of Recovery:** The Company has the right to recover excess payment whenever it has paid *Allowable Expenses* in excess of the maximum amount of payment necessary to satisfy the intent of this provision. The Company may recover excess payment from any person to whom or for whom payment was made or any other Company or *Plans*.

**Notice to Covered Persons** If you are covered by more than one health benefit *Plan*, and you do not know which is your *Primary Plan*, you or your provider should contact any one of the health *Plan*s to verify which *Plan* is primary. The health *Plan* you contact is responsible for working with the other health *Plan* to determine which is primary and will let you know within 30 calendar days.

**CAUTION:** All health *Plans* have timely claim filing requirements. If you, or your provider, fail to submit your claim to a secondary health *Plan* within the *Plan's* claim filing time limit, the *Plan* can deny the claim. If you experience delays in the processing of your claim by the primary health *Plan*, you or your provider will need to submit your claim to the secondary health *Plan* within its claim filing time limit to prevent a denial of the claim.

To avoid delays in claims processing, if you are covered by more than one *Plan* you should promptly report to your providers and *Plan*s any changes in your coverage.

## Subrogation

If we pay benefits under this policy, and you are paid by someone else for the same procedures we pay for, we have the right to recover what we paid from the excess received by you, after full compensation for your loss is received. Any legal fees for recovery will be pro-rated between the parties based on the percentage of the recovery received. You have to sign and deliver to us any documents relating to the recovery that we reasonably request.

## **Section F - Resources**

## **Frequently Asked Questions about Your Dental Benefits**

#### What is a Delta Dental "Participating Dentist"?

A Delta Dental Participating Dentist is a dentist who has signed an agreement with Delta Dental stipulating that he or she will provide dental treatment to subscribers and their dependents who are covered by DDWA's group dental care plans. Delta Dental Participating Dentists submit claims directly to DDWA for their patients.

#### Can I choose my own dentist?

See the "Choosing a Dentist" section for more information.

#### How can I obtain a list of Delta Dental Participating Dentists?

You can obtain a current list of Delta Dental Participating Dentists by going to our website at www.DeltaDentalWA.com. You may also call us at 800-554-1907.

#### How can I get claim forms?

You can obtain American Dental Association-approved claim forms from your dentist. You can also obtain a copy of the approved claim form from our website at www.DeltaDentalWA.com or by calling our Customer Service Number at 800-554-1907. Note: If your dentist is a Delta Dental Participating Dentist, he or she will complete and submit claim forms for you.

#### What is the mailing address for DDWA claim forms?

If you see a Delta Dental Participating Dentist, the dental office will submit your claims for you. If your dentist is not a Participating Dentist, it will be up to you to ensure that the dental office submits your claims to Delta Dental of Washington at P.O. Box 75983, Seattle, WA 98175-0983.

#### Who do I call if I have questions about my dental plan?

If you have questions about your dental benefits, call DDWA's Customer Service Department at 800-554-1907. Questions can also be addressed via e-mail at CService@DeltaDentalWA.com.

#### Does DDWA cover tooth colored filings on my back teeth?

It is your group's choice to cover posterior composite fillings (tooth colored fillings on your back teeth), or only allow posterior amalgam fillings (silver fillings on your back teeth). Please see the "Benefits Covered by Your Plan" section to determine which election your Group has made. You may also log on to the "MySmile® Personal Benefits Center" on our website, www.DeltaDentalWA.com, or call us at 800-554-1907 for assistance in determining whether or not your Plan covers posterior composite fillings.

#### Do I have to get an "estimate" before having dental treatment done?

You are not required to get an estimate before having treatment, but you may wish to do so. You may ask your dentist to complete and submit a request for an estimate, called a Confirmation of Treatment and Cost. The estimate will provide you with estimated cost for your procedure, but is not a guarantee of payment.

#### Who is Delta Dental?

Delta Dental Plans Association is a national organization made up of local, nonprofit Delta Dental plans that provide dental benefits coverage. DDWA is a member of the Delta Dental Plans Association.

## Glossary

### Alveolar

Pertaining to the ridge, crest or process of bone that projects from the upper and lower jaw and supports the roots of the teeth.

#### Amalgam

A mostly silver filling often used to restore decayed teeth.

#### Apicoectomy

Surgery on the root of the tooth.

#### Appeal

An oral or written communication by a subscriber or their authorized representative requesting the reconsideration of the resolution of a previously submitted complaint or, in the case of claim determination, the determination to deny, modify, reduce, or terminate payment, coverage authorization, or provision of health care services or benefits.

#### **Bitewing X-ray**

An X-ray picture that shows, simultaneously, the portions of the upper and lower back teeth that extend above the gum line, as well as a portion of the roots and supporting structures of these teeth.

#### Bridge

Also known as a fixed partial denture. See "Fixed Partial Denture".

#### **Certificate of Coverage**

The benefits booklet which describes in summary form the essential features of the contract coverage, and to or for whom the benefits hereunder are payable.

#### Caries

Decay. A disease process initiated by bacterially produced acids on the tooth surface.

#### Complaint

An oral or written report by a subscriber or authorized representative regarding dissatisfaction with customer service or the availability of a health service.

#### **Comprehensive Oral Evaluation**

Typically used by a general dentist and/or specialist when evaluating a patient comprehensively. It is a thorough evaluation and recording of the extraoral and intraoral hard and soft tissues.

#### Contract

This agreement between DDWA and Group. The Contract constitutes the entire Contract between the parties and supersedes any prior agreement, understanding or negotiation between the parties.

#### Coping

A thin thimble of a crown with no anatomic features. It is placed on teeth prior to the placement of either an overdenture or a large span bridge. The purpose of a coping is to allow the removal and modification of the bridge without requiring a major remake of the bridgework, if the tooth is lost.

#### **Covered Dental Benefits**

Those dental services that are covered under this Contract, subject to the limitations set forth in Benefits Covered by Your Plan.

#### Crown

A restoration that replaces the entire surface of the visible portion of tooth.

#### DDWA

Delta Dental of Washington, a nonprofit corporation incorporated in Washington State. DDWA is a member of the Delta Dental Plans Association.

#### **Delivery Date**

The date a prosthetic appliance is permanently cemented into place.

#### **Delta Dental**

Delta Dental Plans Association, which is a nationwide nonprofit organization of health care service plans, which offers a range of group dental benefit plans.

#### **Delta Dental PPO Dentist**

A Participating Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental PPO agreement, which includes looking solely to Delta Dental for payment for covered services.

#### **Delta Dental Participating Dentist**

A licensed dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written agreement between Delta Dental and such Dentist, which includes looking solely to Delta Dental for payment for covered services.

#### Dentist

A licensed dentist legally authorized to practice dentistry at the time and in the place services are performed. This Plan provides for covered services only if those services are performed by or under direction of a licensed Dentist or other Licensed Professional operating within the scope of their license.

#### Denture

A removable prosthesis that replaces missing teeth. A complete (or "full") denture replaces all of the upper or lower teeth. A partial denture replaces one to several missing upper or lower teeth.

#### **Eligibility Date**

The date on which an Eligible Person becomes eligible to enroll in the Plan.

#### **Eligible Dependent**

Any dependent of an Eligible Employee who meets the conditions of eligibility set forth in "Dependent Eligibility, Enrollment and Termination."

#### **Eligible Employee**

Any employee who meets the conditions of eligibility set forth in "Employee Eligibility, Enrollment and Termination."

#### **Eligible Person**

An Eligible Employee or an Eligible Dependent.

#### **Emergency Dental Condition**

The emergent and acute onset of a symptom or symptoms, including severe pain, that would lead a prudent layperson acting reasonably to believe that a dental condition exists that requires immediate dental attention, if failure to provide dental attention would result in serious impairment to oral functions or serious dysfunction of the mouth or teeth, or would place the person's oral health in serious jeopardy.

#### **Emergency Examination**

Also known as a "limited oral evaluation – problem focused." Otherwise covered dental care services medically necessary to evaluate and treat an Emergency Dental Condition.

#### Endodontics

The diagnosis and treatment of dental diseases, including root canal treatment, affecting dental nerves and blood vessels.

#### Enrolled Dependent, Enrolled Employee, Enrolled Person

Any Eligible Dependent, Eligible Employee or Eligible Person, as applicable, who has completed the enrollment process and for whom Group has submitted the monthly Premium to DDWA.

#### Exclusions

Those dental services that are not contract benefits set forth in your "Benefits Covered by Your Plan" section and all other services not specifically included as a Covered Dental Benefit set forth in Benefits Covered by Your Plan.

#### **Filed Fees**

Approved fees that participating Delta Dental Participating Dentists have agreed to accept as the total fees for the specific services performed.

#### **Filled Resin**

Tooth colored plastic materials that contain varying amounts of special glass like particles that add strength and wear resistance.

#### **Fixed Partial Denture**

A replacement for a missing tooth or teeth. The fixed partial denture consists of the artificial tooth (pontic) and attachments to the adjoining abutment teeth (retainers). They are cemented (fixed) in place and therefore are not removable.

#### Fluoride

A chemical agent used to strengthen teeth to prevent cavities.

#### **Fluoride Varnish**

A fluoride treatment contained in a varnish base that is applied to the teeth to reduce acid damage from the bacteria that causes tooth decay. It remains on the teeth longer than regular fluoride and is typically more effective than other fluoride delivery systems.

#### **General Anesthesia**

A drug or gas that produces unconsciousness and insensibility to pain.

#### Group

The employer or entity that is contracting for the dental benefits described in this benefit booklet for its employees.

#### Implant

A device specifically designed to be placed surgically within the jawbone as a means of providing an anchor for an artificial tooth or denture.

#### Inlay

A dental filling shaped to the form of a cavity and then inserted and secured with cement.

#### Intraoral X-rays Complete Series (including bitewings)

A series of radiographs which display the tooth and coronal portions of all the teeth in the mouth.

#### Intravenous (I.V.) Sedation

A form of sedation whereby the patient experiences a lowered level of consciousness, but is still awake and can respond.

#### **Licensed Professional**

An individual legally authorized to perform services as defined in his or her license. Licensed professionals include, but are not limited to, denturist, hygienist and radiology technician. Benefits under this Contract will not be denied for any health care service performed by a registered nurse licensed to practice under chapter 18.88 RCW, if first, the service performed was within the lawful scope of such nurse's license, and second, this contract would have provided benefits if such service had been performed by a doctor of medicine licensed to practice under chapter 18.71 RCW.

#### Lifetime Maximum

The maximum amount DDWA will pay in the specified covered dental benefit class for an insured individual during the time that individual is on this Plan or any other Plan offered by this Employer.

#### Limitations

An exception or condition of coverage for a particular Covered Dental Benefit.

#### **Localized Delivery of Antimicrobial Agents**

Treating isolated areas of advanced gum disease by placing antibiotics or other germ-killing drugs into the gum pocket. This therapy is viewed as an alternative to gum surgery when conditions are favorable.

#### **Maximum Allowable Fees**

The maximum dollar amount that will be allowed toward the reimbursement for any service provided for a covered dental benefit.

Nightguard See "Occlusal Guard."

#### **Non-Participating Dentist**

A licensed dentist who has not agreed to render services and receive payment in accordance with the terms and conditions of a written Member Dentist Agreement between a member of the Delta Dental Plans Association and such Dentist.

#### Not a paid Covered Dental Benefit

Any dental procedure that, under some circumstances, would be covered by DDWA, but is not covered under other conditions. Examples are listed in the "Benefits Covered by Your Plan" section.

#### **Occlusal Adjustment**

Modification of the occluding surfaces of opposing teeth to develop harmonious relationships between the teeth themselves and neuromuscular mechanism, the temporomandibular joints and the structure supporting the teeth.

#### **Occlusal Guard**

A removable dental appliance – sometimes called a nightguard – that is designed to minimize the effects of gnashing or grinding of the teeth (bruxism). An occlusal guard (nightguard) is typically used at night.

#### Onlay

A restoration of the contact surface of the tooth that covers the entire surface.

#### **Open Enrollment Period**

The annual period in which subscribers can select benefits plans and add or delete Eligible Dependents.

#### Orthodontics

Diagnosis, prevention, and treatment of irregularities in tooth and jaw alignment and function, frequently involving braces.

#### Overdenture

A removable denture constructed over existing natural teeth or implanted studs.

#### **Palliative Treatment**

Services provided for emergency relief of dental pain.

#### **Panoramic X-ray**

An X-ray, taken from outside the mouth that shows the upper and lower teeth and the associated structures in a single picture.

#### **Participating Plan**

Delta Dental of Washington, and any other member of the Delta Dental Plans Association with which Delta Dental contracts to assist in administering the benefits described in this Benefits Booklet.

#### **Payment Level**

The applicable percentage of Maximum Allowable Fees for Covered Dental Benefits that shall be paid by DDWA as set forth in the Summary of Benefits and Reimbursement Levels sections of this Benefits Booklet.

#### Periodic Oral Evaluation – (Routine Examination)

An evaluation performed on a patient of record to determine any changes in the patient's dental and medical health status following a previous comprehensive or periodic evaluation.

#### Periodontics

The diagnosis, prevention, and treatment of diseases of gums and the bone that supports teeth.

#### Plan

The dental benefits as provided and described in this Benefits Booklet and its accompanying Contract. Any other booklet or contract that provides dental benefits and meets the definition of a "Plan" in the "Coordination of Benefits" section of the Certificate of Coverage is a Plan for the purpose of coordination of benefits.

#### Pocket Depth

An internal measurement from the top of the gum tissue to its attachment on the root of a tooth.

#### Premium

The monthly amount payable to DDWA by Group, and/or by an Enrolled Employee to Group, as designated in the Contract.

#### Prophylaxis

Cleaning and polishing of teeth.

#### Prosthodontics

The replacement of missing teeth by artificial means such as bridges and dentures.

#### Pulpotomy

The removal of nerve tissue from the crown portion of a tooth.

#### **Qualified Medical Child Support Order (QMCSO)**

An order issued by a court under which an employee must provide medical coverage for a dependent child. QMSCO's are often issued, for example, following a divorce or legal separation.

#### **Resin-Based Composite**

A tooth colored filling, made of a combination of materials, used to restore teeth.

#### Restorative

Replacing portions of lost or diseased tooth structures with a filling or crown to restore proper dental function.

#### **Root Planing**

A procedure done to smooth roughened root surfaces.

#### Sealants

A material applied to teeth to seal surface irregularities and prevent tooth decay.

#### Seat Date

The date a crown, veneer, inlay, or onlay is permanently cemented into place on the tooth.

#### Specialist

A licensed dentist who has successfully completed an educational program accredited by the Commission of Dental Accreditation, two or more years in length, as specified by the Council on Dental Education or holds a diploma from an American Dental Association recognized certifying board.

#### Temporomandibular Joint

The joint just ahead of the ear, upon which the lower jaw swings open and shut, and can also slide forward.

#### Veneer

A layer of tooth-colored material, usually porcelain or acrylic resin, attached to the surface by direct fusion, cementation, or mechanical retention.

## Nondiscrimination and Language Assistance Services

Delta Dental of Washington complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

Delta Dental of Washington does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

We will provide free aids and services to people with disabilities to assist in communicating effectively with DDWA staff, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

We will provide free language and services to assist in communicating effectively with DDWA staff for people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, contact Delta Dental of Washington's Customer Service at: 800-554-1907. If you need translation or interpreter assistance at your dental provider's office, please contact their staff. The cost for translations and interpreter services for communication between you and your provider are not covered by DDWA.

If you believe that Delta Dental of Washington has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with our Compliance/Privacy Officer who may be reached as follows: PO Box 75983 Seattle, WA 98175, Ph: 800-554-1907, TTY: 800-833-6384, Fx: 206 729-5512 or by email at: <u>Compliance@DeltaDentalWA.com</u>. You can file a grievance in person or by mail, fax or email. If you need help filing a grievance, our Compliance/Privacy Officer is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <u>https://ocrportal.hhs.gov/ocr/portal/lobby.jsf</u>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington DC 20201, 800-868-1019, 800-537-7697 (TDD). Complaint forms are available at <u>http://www.hhs.gov/ocr/office/file/index.html</u>.

Taglines
Amharic
እርስዎ፣ ወይም ሌላ እየረዱት ያለ ሰው፣ ስለ Delta Dental of Washington ጥያቄ ካላችሁ፣ በራሳችሁ ቋንቋ ያለምንም ክፍያ እርዳታ እና ጦረጃ የማগኘት ሙብት አላችሁ። ከአስተርዓሚ <i>ጋ</i> ር ለማውራት፣ በ 800-554-1907 ይደውሉ።
Arabic
ا كانت لديك أو لدى أي شخص آخر تساعده أسئلة حول Delta Dental of Washington، فلك الحق في طلب المساعدة والمعلومات بلغتك ون أن تتحمل أي تكلفة. للتحدث إلى مترجم، يُرجى الاتصال على الرقم 1907-554-800.
Cambodian (Mon-Khmer)
ប្រសិនបើអ្នក ឬនរណាម្នាក់ដែលអ្នកកំពុងជួយ មានសំណួរអំពីកម្មវិធី Delta Dental of Washington អ្នកមានសិទ្ធិ ទទួលបានជំនួយ និងព័ត៌មានជាភាសារបស់អ្នកដោយឥតគិតថ្លៃ។ ដើម្បីនិយាយទៅកាន់អ្នកបកប្រែ សូមទូរស័ព្វទៅលេខ 800-554-1907។
Chinese
如果您或您正在帮助的人对 Delta Dental of Washington 有任何疑问,您有权免费以您的语言获得帮助和信
息。要想联系翻译员,请致电 800-554-1907。
Cushite (Oromo)
Ati yookaan namni ati gargaaraa jirtu waa'ee Delta Dental of Washington gaaffilee yoo gabaattan kaffaltii malee

Ati yookaan namni ati gargaaraa jirtu waa'ee Delta Dental of Washington gaaffilee yoo qabaattan kaffaltii malee afaan keetiin gargaarsaa fi odeeffannoo argachuu ni dandeessa. Nama afaan sii hiiku dubbisuuf lakk. 800-554-1907tiin bilbili.

#### Taglines

#### French

Si vous, ou quelqu'un à qui vous apportez votre aide, avez des questions à propos de Delta Dental of Washington, vous avez le droit d'obtenir gratuitement de l'aide et des informations dans votre langue. Pour parler à un interprète, appelez le 800-554-1907.

#### German

Falls Sie oder jemand, dem Sie helfen, Fragen zu Delta Dental of Washington haben, sind Sie berechtigt, kostenlos Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 800-554-1907 an.

#### Japanese

ご本人様、またはお客様の身寄りの方でもDelta Dental of Washingtonについてご質問がございましたら、ご 希望の言語でサポートを受けたり、情報を入手したりすることができます。料金はかかりません。通訳と お話される場合 800-554-1907までお電話ください。

### Korean

귀하 또는 귀하가 돕고 있는 누군가에게 Delta Dental of Washington에 대한 질문이 있을 경우, 귀하는 무료로 귀하의 언어로 도움을 제공받을 권리가 있습니다. 통역사와 통화를 원하시면 800-554-1907로 전화하십시오.

## Laotian

ຖ້າທ່ານ ຫຼື ບຸກຄົນໃດໜຶ່ງທີ່ທ່ານກຳລັງໃຫ້ການຊ່ວຍເຫຼືອມີຄຳຖາມກ່ຽວກັບ Delta Dental of Washington, ທ່ານມີສິດໄດ້ຮັບຄວາມຊ່ວຍເຫຼືອ ແລະ ຂໍ້ມູນເປັນພາສາຂອງທ່ານໂດຍບໍ່ເສຍຄ່າ. ເພື່ອລົມກັບຜູ້ແປພາສາ, ໂທ 800-554-1907.

### Persian (Farsi)

دارد، این حق را دارید که اطلاعات مورد نیازتان را به Delta Dental of Washingtonاگر شما، یا شخصی که به وی کمک می کنید، سؤالی دربارهی تماس بگیرید. 1907-554-800 جهت صحبت با یک مترجم شفاهی، با شماره زبان خود و بدون هیچ هزینهای دریافت کنید.

#### Punjabi

ਜੇ ਤੁਹਾਡੇ ਜਾਂ ਜਿਸ ਦੀ ਤੁਸੀਂ ਸਹਾਇਤਾ ਕਰ ਰਹੇ ਹੋ ਉਸ ਦੇ, Delta Dental of Washington ਬਾਰੇ ਕੋਈ ਪ੍ਰਸ਼ਨ ਹਨ, ਤਾਂ ਤੁਹਾਨੂੰ ਬਿਨਾਂ ਕਿਸੇ ਕੀਮਤ ਦੇ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿਚ ਸਹਾਇਤਾ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੈ। ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, 800-554-1907 'ਤੇ ਕਾਲ ਕਰੋ।

#### Romanian

Dacă dumneavoastră sau o persoană pe care o asistați aveți întrebări despre Delta Dental of Washington, aveți dreptul de a obține gratuit ajutor și informații în limba dumneavoastră. Pentru a vorbi cu un interpret, sunați la 800-554-1907.

#### Russian

Если у Вас или у лица, которому Вы помогаете, имеются вопросы относительно Delta Dental of Washington, то Вы имеете право на получение бесплатной помощи и информации на Вашем языке. Чтобы поговорить с переводчиком, позвоните по номеру 800-554-1907.

#### Serbo-Croatian

Ako vi, ili osoba kojoj pomažete, imate pitanja o kompaniji Delta Dental of Washington, imate pravo da potražite besplatnu pomoć i informacije na svom jeziku. Pozovite 800-554-1907 da razgovarate s prevodiocem.

#### Spanish

Si usted, o alguien a quien usted está ayudando, tiene preguntas acerca de Delta Dental of Washington, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 800-554-1907.

#### Sudan (Fulfulde)

To onon, mala mo je on mballata, don mari emmmolji do Delta Dental of Washington, on mari jarfuye kebbugo wallende be matinolji be wolde modon mere. Ngam wolwugo be lornowo, ewne 800-554-1907.

#### Tagalog

Kung ikaw, o isang taong tinutulungan mo, ay may mga katanungan tungkol sa Delta Dental of Washington, mayroon kang karapatan humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa 800-554-1907.

#### Taglines

## Ukrainian

Якщо у Вас або у когось, кому Ви допомагаєте, є запитання щодо Delta Dental of Washington, Ви маєте право безкоштовно отримати допомогу та інформацію Вашою мовою. Щоб поговорити з перекладачем, телефонуйте за номером 800-554-1907.

## Vietnamese

Nếu quý vị, hoặc ai đó mà quý vị đang giúp đỡ, có thắc mắc về Delta Dental of Washington, quý vị có quyền được nhận trợ giúp và thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với thông dịch viên, hãy gọi 800-554-1907.

Your smile is part of an incredible, complex system – your body. Research shows your smile's health influences your body's health the same way an engine effects how a car performs. Taking care of your smile now helps prevent painful, expensive problems down the road.

Here are our top tips for a healthy smile:

- Brush for two minutes, twice a day with fluoride toothpaste
- Floss at least once a day
- Eat a well-balanced diet
- Drink fluoridated water
- Visit your dentist at least once a year

Remember, your smile has a great service plan – your dental coverage. It makes dental visits easy and affordable.

So, why wait? Call your dentist and schedule your next visit today. If you're looking for a dentist, visit DeltaDentalWA.com to find one near you.

## Follow us online for fun, helpful tips to keep your smile healthy and get the most from your dental benefits.



Plan Administered by:

Personnel Department City of Seattle