

# GROUP AGREEMENT

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## Multnomah County Employees

# 2022 *Group Agreement* and *Evidence of Coverage* Summary of Changes and Clarifications for Oregon Large Employer Groups

This is a summary of changes and clarifications that we made to your *Group Agreement* for the 2022 plan year. The *Group Agreement* includes the *Evidence of Coverage (EOC)*, *Benefit Summary*, and any applicable rider and endorsement documents. This summary does not include minor changes and clarifications we are making to improve the readability and accuracy of the *Group Agreement*, or changes that may occur throughout the remainder of the plan year as a result of federal or state mandates.

Other plan-specific or product-specific benefit changes, including changes to deductible, copayment or coinsurance amounts, may apply to your plan. Please refer to the 2022 renewal proposal and/or confirmation for your group and the Summary of 2021 to 2022 Oregon Plan Changes brochure for information about these types of changes.

This Summary of Changes and Clarifications supplements the information contained in your *Group Agreement*. In the event of conflict between this Summary and the *Group Agreement*, the *Group Agreement* shall control. Unless another date is listed, the changes described in this Summary are effective when your *Group Agreement* renews in 2022. The products named below are offered and underwritten by Kaiser Foundation Health Plan of the Northwest.

## **Changes and clarifications that apply to Traditional, Deductible, High Deductible, Dual Choice PPO®, Added Choice®, and PPO Plus® medical plans**

These changes apply to Kaiser Permanente's commercial (non-Medicare) group plans. Changes to our Senior Advantage plans are explained at the end of this summary.

### ***Benefit changes***

- **Alternative care.**
  - Self-referred naturopathic medicine services will be covered in all plans at the primary care cost share, and no visit limit. A new “Naturopathic Medicine” section has been added to the “Benefits” section of the *EOC*, and an associated row is added to the *Benefit Summary*.
  - We will no longer cover physician-referred acupuncture or chiropractic services. Group may add self-referred acupuncture and/or chiropractic services to their plans as a rider.
- **Colorectal cancer screening.** Following US Preventive Service Task Force (USPSTF) revised recommendations, we expanded the age range for colorectal cancer screening to ages 45 to 75 years. Previously, the age recommendation was 50 to 75 years. Colorectal cancer screening may include fecal occult blood testing, sigmoidoscopy, or colonoscopy as determined by the member's provider.
- **Dental Services related to covered transplants.** We are adding coverage under all medical plans for routine dental services for members who are potential transplant recipients and require pre-transplant dental evaluation and clearance before being placed on the transplant wait list. Routine dental services may include cleaning, fluoride treatment, x-rays, and extractions.
- **Prescription Drugs – insulin cost share protection.** The cost share for insulin prescribed for the treatment of diabetes is changing. The member's cost share for insulin will not exceed \$75 for each 30-

day supply or \$225 for each 90-day supply, and is not subject to deductible. This is a change in benefits due to a new Oregon law (HB 2623) . This change is effective for all medical plans on 1-1-2022.

## **Benefit clarifications**

- **Bariatric surgery services.** We revised the benefit description in the *EOC* to clarify that the benefit covers the surgery procedures and related pre-surgery and post-surgery services. Services are covered for clinically severe obesity in adults, and the member must receive the surgical services at a Kaiser Permanente hospital, or other facility that is accredited by the Metabolic and Bariatric Surgery Accreditation and Quality Improvement Program (MBSAQIP). Members may contact Member Services to request criteria and get a list of the approved surgical procedures covered when criteria are met.
- **Child abuse assessments.** We cover child abuse medical assessments and related services performed by a children’s advocacy center in Oregon. Covered services may include a physical exam, forensic interview and mental health treatment. While this is not a new mandate, and we have been covering these services, there is a new requirement that we include a brief description of the coverage in our member materials. We have updated the *EOC* accordingly.
- **Dental therapist.** Dental therapist is included as a new type of dental provider type who can provide covered services described in the “Limited Dental Services” section of the *EOC*. We will pay claims for covered services from a dental therapist acting within the scope of license, as described under OR HB 2528.
- **Emergency medical services providers and transport.** We modified the definition of emergency medical condition, and the benefit descriptions for emergency services and ambulance services to include EMS provider evaluation and stabilization, and EMS transport. We also clarified that covered EMS transport may include air, ground, and water transportation. These changes align with new definitions and provisions described in OR SB 3.
- **Health education.** We revised the “Health Education” section of the *EOC* to more accurately reflect how members may get information about our health education programs, and to disclose that some health education services may also be covered as preventive care.
- **Healthy Resources.** A new section titled “Healthy Resources” has been added to the *EOC* to explain our value-added programs and resources available to members, and comply with applicable disclosure requirements in Oregon regulation.
- **Home UV light therapy equipment.** The “Outpatient Durable Medical Equipment (DME)” section of the *Benefit Summary* includes a new row to show the member cost share for home UVB light boxes for treatment of certain skin conditions. We have also added examples of the types of covered skin conditions to the DME section of the *EOC*.
- **Telemedicine.** References to telehealth in the *EOC* and *Benefit Summary* have been replaced with the term “telemedicine” in accordance with OR HB 2508. There is also a more detailed description of telemedicine services in the *EOC*, and a new related section in the *Benefit Summary* to show the member cost share for covered telemedicine services.
- **Transplant services.** We revised the benefit description in the *EOC* to make it clearer that both inpatient and outpatient services related to covered transplants are covered at the cost share applicable to the service/place of service.

## **Other changes or clarifications**

- **Creditable Coverage definition.** We removed the definition of “Creditable Coverage” from the Traditional, Deductible, High Deductible, and Added Choice *EOCs* as the term is no longer used in the *EOC*.
- **Disabled dependents.** We added “mental illness” to the type of conditions that could qualify a dependent as disabled for purposes of continued eligibility after reaching age 26. We were already administering this in practice. The language now reflects our administration more explicitly, in compliance with OR SB 748.
- **Gender-neutral language.** Existing language that used he/him/his and she/her/hers has been replaced with they, them, the person.
- **Grievances, claims and appeals.** There are several minor edits throughout the “Grievances, Claims, Appeals, and External Review” section of the *EOC* for standardization and alignment with our administrative practices. Revisions include adjustment to certain claims review and response timeframes, adding to the criteria for a claims or appeal to be considered urgent, and clarifying that all concurrent care claims are considered urgent claims or appeals.
- **Notice of Nondiscrimination (NDN).** We revised the NDN due to changes in Washington state law concerning discrimination in health insurance. The revised NDN meets applicable federal and state requirements (Oregon and Washington), and will continue to be included with Oregon and Washington plan documents.
- **Prior authorization and utilization review.** We added language to the explanation of prior authorization review in the *EOC*. An approved request for prior authorization of a covered medical service is binding for the reasonable duration of the treatment, or 60 days after the treatment begins following prior authorization. We also modified the definition of utilization review and clarified that a denial of a request for prior authorization qualifies as an adverse benefit determination for purposes of claims and appeals. These changes reflect new requirements for medical services prior authorization and utilization review under OR HB 2517.
- **Provider definition improvement.** Several provider definitions have been modified in the *EOC* for more standardization between Oregon and Washington documents, and greater consistency across product types.
- **Provider networks replace benefit tier language.** In our Choice product *EOCs*, we replaced references to benefit “tiers” with language that explains coverage in terms of provider networks, cost shares, and how to obtain services.
- **Subrogation.** We modified the *EOC* section that addresses other party liability to clarify the member’s role in helping us recover amounts from a claim settlement, judgment, or award from a third party.

## **Changes and clarifications that apply to medical benefit riders**

### **Benefit clarifications**

- **Alternative care services rider - exclusions.** We modified the list of exclusions for consistency and to remove exclusions that are not specific to alternative care providers, or are addressed in general exclusions or under other benefits.

- **Prescription drug rider – preventive drug tier.** For prescription drug plans that include a preventive drug tier, there is a more comprehensive description of what a preventive drug is, and we clarified that this drug tier does not include preventive drugs required under ACA.

### ***Other changes or clarifications***

- **Prescription drug rider – prior authorization and step therapy.** We added language to the description of prior authorization and step therapy to reflect the new and modified requirements under OR HB 2517. We allow coverage of nonformulary or UM restricted drugs until appeals are exhausted for members who appeal and have been stable on the therapy for at least 90 days. Additionally, an approved request for coverage of a non-formulary or UM restricted drug is binding for one year from the date treatment started.

## **Changes and clarifications that apply to dental plans**

### ***Benefit clarifications***

- **Dental therapist.** Dental therapist is included as a new type of dental provider. We will pay claims for covered services from a dental therapist acting within the scope of license, as described under OR HB 2528.
- **Teledentistry.** The *EOC* and *Benefit Summary* have been updated to include a new “Teledentistry Services” section in accordance with OR HB 2508. The section explains what teledentistry is, and includes information to help members be aware of teledentistry as a way to receive certain dental services, examples of conditions that may be appropriately addressed through teledentistry, and how to access the services. The *Benefit Summary* shows the member cost share for covered teledentistry services.

### ***Other changes or clarifications***

- **Gender-neutral language.** Existing language that used he/him/his and she/her/hers has been replaced with they/them/the person.
- **Subrogation.** We modified the *EOC* section that addresses other party liability to clarify the member’s role in helping us recover amounts from a claim settlement, judgment, or award from a third party.

## **Changes and clarifications that apply to dental benefit riders**

### ***Benefit changes***

- **Dental implant rider.** We enhanced the dental implant cleaning and maintenance benefits. We cover routine cleaning of the implant surfaces same as natural teeth, up to 2 visits per year. We cover implant maintenance, where the prosthesis is removed and reinserted, once every 2 years. We will cover this implant maintenance regardless of whether a Kaiser Permanente provider placed the implant system.

## Changes and clarifications that apply to all Senior Advantage plans

### *Benefit changes and clarifications*

- **Kaiser Permanente at Home (acute care at home).** For members who meet criteria, we will cover acute care at home as an alternative to the member receiving care in a hospital. (Note, this benefit is not available to members enrolled in our Lane County Senior Advantage plan.)
- **Medicare Part B vaccines.** COVID-19 vaccine is added to the list of covered Medicare Part B vaccines.
- **Opioid treatment program services.** We revised the benefit description to clarify that for members with opioid use disorder, we cover FDA-approved opioid agonist and antagonist medication assisted treatment (MAT), substance use counseling, individual and group therapy, toxicology testing, treatment program intake, and periodical assessments.
- **Outpatient diagnostic tests.** We clarified the description of this benefit to include any diagnostic test or special procedure that is provided in an outpatient department of a hospital or ambulatory surgery center or in a hospital operating room.
- **Providers for acupuncture.** We added the CMS requirements detailing what kinds of providers may furnish Medicare-covered acupuncture: Providers meeting state requirements to provide acupuncture; PAs, NPs, CNSs meeting state requirements and who have a masters or doctoral degree in acupuncture or Oriental medicine from an ACAOM accredited school, and a license to practice acupuncture.
- **Residential substance use disorder and mental health treatment.** We enhanced the description of the benefit to include a revised list of the services we cover in a licensed residential treatment facility for substance use disorder or mental health treatment. Covered services may include individual and group counseling, medical services, medication monitoring, room and board, drugs prescribed as part of the member's plan of care in the facility and administered to the member while in the facility, and discharge planning.
- **Silver & Fit Healthy Aging and Exercise Program provided by American Specialty Health Inc (ASH).** The fitness benefit is enhanced. Members get both:
  - A standard gym membership from a participating Silver & Fit fitness center; and
  - One home fitness kit per calendar year. There are many kits to choose from including wearable fitness tracker, Pilates, strength, swim, and yoga kit options.
- **Telehealth.** We added telehealth services for members with a substance use disorder or co-occurring mental health disorder, regardless of their location, to the list of covered telehealth services.





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

*A nonprofit corporation*

Portland, Oregon

## **Large Group Dental Plan Group Agreement**

**Group Name: Multnomah County Employees**

**Group Number: 1569-901, 911, 922**

### **Term of Agreement**

1/1/2022 through 12/31/2022

### **Anniversary date**

January 1

A handwritten signature in black ink, appearing to read "Jeffrey A. Collins".

Jeffrey A. Collins  
President, Kaiser Foundation Health Plan  
and Hospitals of the Northwest



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# KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST

## A Nonprofit Corporation

### Group Agreement

## INTRODUCTION

This *Group Agreement (Agreement)*, including the attached Evidence of Coverage (*EOC*) incorporated herein by reference, and any amendments, constitutes the contract between Kaiser Foundation Health Plan of the Northwest (Company) and Multnomah County Employees (Group). In this *Agreement*, some capitalized terms have special meaning; please see the “Definitions” section in the *EOC* document for terms you should know.

To be eligible under this *Agreement*, the Group must meet the underwriting requirements set forth in Company’s Rate Assumptions and Requirements document.

## PREMIUM

Group will pay to Company, for each Subscriber and their Dependents, the Premium amount(s) specified for each month on or before the date on the monthly invoice or, if Group is self-pay, then the date to which Company and Group agree in writing, but in no event later than the last day of the month preceding the month of coverage (the “Premium Due Date”). If Group fails to make payments on or before the Premium Due Date, then upon renewal and at Company’s option (and in lieu of any other remedy), the new Premium may include an additional charge.

When this *Agreement* terminates, if Group does not have another agreement with Company, then the due date for all Premium amounts will be the earlier of: (1) the last Premium Due Date, or (2) the termination date of this *Agreement*.

## Monthly Premium Amounts

Group will pay Company the following Premium amount(s) each month for each Subscriber and their Dependents. Only Members for whom Company has received the appropriate Premium payment listed below are entitled to coverage under this *Agreement*, and then only for the period for which Company has received appropriate payment.

Subscriber only: \$89.90

Subscriber with one Family Dependent: \$179.82

Subscriber with two or more Family Dependents: \$256.24

## TERM OF AGREEMENT, ACCEPTANCE OF AGREEMENT, AND RENEWAL

### Term of Agreement

Unless terminated as set forth in the “Termination of *Agreement*” section, this *Agreement* is effective for the term shown on the cover page.

### Acceptance of Agreement

Group will be deemed as having accepted this *Agreement* and any amendments issued during the term of this *Agreement*, if Group pays Company any amount toward Premium.

Group may **not** change this *Agreement* by adding or deleting words, and any such addition or deletion is void. If Group wishes to change anything in this *Agreement*, Group must contact its Company account manager.

Company might not respond to any changes or comments that Group may submit. Group may not construe Company's lack of response to any submitted changes or comments to imply acceptance. Company will issue a new *agreement* or amendment if Company and Group agree on any changes.

## **Renewal**

This *Agreement* is guaranteed renewable but does not automatically renew. If Group complies with all of the terms of this *Agreement*, Company will offer to renew this *Agreement*, upon not less than 30 days prior written notice to Group, either by sending Group a new group *agreement* to become effective immediately after termination of this *Agreement*, or by extending the term of this *Agreement* pursuant to "Amendments Effective on Anniversary Date" in the "Amendment of *Agreement*" section. The new or extended group *agreement* will include a new term of *agreement* and other changes. If Group does not renew this *Agreement*, Group must give Company written notice as described under "Termination on Notice" in the "Termination of *Agreement*" section.

## **AMENDMENT OF AGREEMENT**

### **Amendments Effective on Anniversary Date**

Upon not less than 30 days prior written notice to Group, Company may extend the term of this *Agreement* and make other changes by amending this *Agreement* effective on the anniversary date of any year (see cover page for anniversary date).

### **Amendment due to Tax or Other Charges**

If during the term of this *Agreement* a government agency or other taxing authority imposes or increases a tax or other charge (other than a tax on or measured by net income) upon Company, Permanente Dental Associates, PC, or Kaiser Foundation Hospitals or upon any activity of any of them, then upon 31 days prior written notice, Company may increase Group's Premium to include Group's share of the new or increased tax or charge.

### **Other Amendments**

Company may amend this *Agreement* at any time by giving written notice to Group, in order to: (a) address any law or regulatory requirement; (b) reduce or expand the Company Service Area; or (c) increase any benefits of any Medicare product approved by the Centers for Medicare and Medicaid Services (CMS), if applicable to this *Agreement*.

## **TERMINATION OF AGREEMENT**

This *Agreement* will terminate under any of the conditions listed in this "Termination of *Agreement*" section. All rights to benefits under this *Agreement* end at 11:59 p.m. PT on the termination date, except as expressly provided in the "Termination of Membership" or "Continuation of Membership" sections of *the EOC*.

If Company fails to give notice as required, this *Agreement* shall continue in effect from the date notice should have been given until the date the Group receives the notice. Company will waive the Premium for the period for which coverage is continued.

### **Termination on Notice**

Group may terminate this *Agreement* by giving prior written notice to Company not less than 30 days prior to the termination date and remitting all amounts payable relating to this *Agreement*, including Premium, for the period through the termination date.

## **Termination due to Nonacceptance of Amendments**

All amendments are deemed accepted by Group unless Group gives Company written notice of nonacceptance at least 15 days before the effective date of the amendment in which case this *Agreement* will terminate the day before the effective date of the amendment.

## **Termination for Nonpayment**

When Group fails to pay Premium on or before the Premium Due Date, Group shall have a period of at least 31 days to pay all Premiums owed (“Grace Period”). The Grace Period shall begin the day after the Premium Due Date. If Group fails to pay all Premiums owed (including those owed for the Grace Period) on or before the last day of the Grace Period, then Company may, at its option and in lieu of any other remedy, terminate this *Agreement* without further extension or consideration.

Company will notify Group of the past-due amount and the effective date of termination. Such notice shall be sent at least 10 days prior to the effective date of termination. Group shall continue to be liable for all Premiums due through the date of termination.

This *Agreement* will remain in full force and effect throughout the Grace Period and Group will remain responsible for payment of Premiums. If Company receives full payment of Premiums on or before the last day of the Grace Period, this *Agreement* will remain in effect according to its terms and conditions.

If Premiums are paid after the Grace Period ends, Company may charge interest on the overdue Premiums. Interest shall not accrue during the Grace Period, and the (simple) interest rate shall be 6 percent per year or the maximum amount permitted by applicable law, whichever is less.

## **Termination for Fraud**

Company may terminate this *Agreement* by giving at least 30 days prior written notice to Group, if Group commits fraud or makes an intentional misrepresentation of material fact as prohibited by the terms of the Plan. For example, an intentional misrepresentation of material fact occurs if Group intentionally furnishes incorrect or incomplete material information to Company or is aware that incorrect or incomplete material information has been provided to Company on enrollment or other Company forms.

## **Termination for Violation of Contribution or Participation Requirements**

Company may terminate this *Agreement* upon 31 days prior written notice to Group, if Group fails to comply with Company’s contribution or participation requirements (including those listed in the “Contribution and Participation Requirements” section).

## **Termination for Discontinuance of a Product or all Products within a Market**

Company may terminate a particular product or all products offered in the group market as permitted by law.

Company may terminate this *Agreement* if it ceases to write new business in the group market in Oregon or in a specific service area within Oregon, or elects not to renew all of its group Plans in Oregon or in a specific service area within Oregon, or both cease offering and cease renewing all products in Oregon or a specific service area in Oregon, if Company fails to reach an agreement with health care providers. To discontinue all products, Company must: (a) notify the Director of the Department of Consumer and Business Services and all Groups; and (b) not cancel coverage for 180 days after the date of notice to the Director and Groups.

Company may terminate this *Agreement* if it elects not to offer or renew, or offer and renew, this type of Plan in Oregon or within a specific service area within Oregon. Except as provided below regarding failure to reach agreement with providers, in order to discontinue a product, Company must: (a) cease to offer and/or cease to renew this Plan for all groups; (b) offer (in writing) to each group covered by this Plan, enrollment in any other Plan offered by Company in the group market, not less than 90 days prior to discontinuance; and

(c) act uniformly without regard to claims experience of affected groups or the health status of any current or prospective Member.

Company may terminate this *Agreement* if the Director of the Department of Consumer and Business Services orders Company to discontinue coverage upon finding that continuation of coverage (a) would not be in the best interests of the Members; or (b) would impair Company's ability to meet its contractual obligations.

Company may terminate this *Agreement* by providing not less than 90 days prior written notice if there are no Members covered under this *Agreement*.

Company may terminate this *Agreement* if it is unable to reach an agreement with the health care providers to provide Services within a specific service area. Company must: (a) cease to offer and cease to renew this Plan for all groups within the service area; and (b) not less than 90 days prior to discontinuance, notify the Director of the Department of Consumer and Business Services and each group in that service area of the decision to discontinue offering the Plan(s) and offer all other group Plans available in that service area.

## **CONTRIBUTION AND PARTICIPATION REQUIREMENTS**

No change in Group's contribution or participation requirements is effective for purposes of this *Agreement* unless Company consents in writing.

### **Group must:**

- Meet all underwriting requirements set forth in Company's Rate Assumptions and Requirements document.
- With respect to all persons entitled to coverage under Group's Plan(s), offer enrollment in Company's Plan to all such persons on conditions no less favorable than those for any other Plan available through Group.
- Permit Company to examine Group's records with respect to contribution and participation requirements, eligibility, and payments under this *Agreement*.

## **MISCELLANEOUS PROVISIONS**

### **Administration of Agreement**

Company may adopt policies, procedures, rules, and interpretations to promote efficient administration of this *Agreement*.

### **Assignment**

Company may assign this *Agreement*. Group may not assign this *Agreement* or any of the rights, interests, claims for money due, benefits, or obligations hereunder without Company's prior written consent. This *Agreement* shall be binding on the successors and permitted assignees of Company and Group.

### **Attorney Fees and Costs**

If Company or Group institutes legal action against the other to collect any sums owed under this *Agreement*, the party that substantially prevails will be reimbursed for its reasonable costs of collection, including attorneys' fees, by the other party.

### **Governing Law**

Except as preempted by federal law, this *Agreement* will be governed in accord with Oregon law and any provision that is required to be in this *Agreement* by state or federal law shall bind Group and Company regardless of whether that provision is set forth in this *Agreement*.

## No Waiver

Company's failure to enforce any provision of this *Agreement* will not constitute a waiver of that or any other provision or impair Company's right thereafter to require Group's strict performance of any provision.

## Notices

Notices must be sent to the addresses listed below, except that Company or Group may change its address for notices by giving written notice to the other. Notices are deemed given when delivered in person, sent via email, or deposited in a U.S. Postal Service receptacle for the collection of U.S. mail.

### Notices from Company to Group will be sent to:

Group Contact	Tami Mahrt
Group Name	Multnomah County Employees
Group Address	Employee Benefits
Group Address	501 SE Hawthorne Blvd Ste 400
Group Address	Portland, OR 97214
Producer Contact	Jennifer Chisholm
Producer Name	Mercer Health & Benefits LLC of Portland
Producer Address	4565 Paysphere Circle
Producer Address	
Producer Address	Chicago, IL 60674

**Note:** When Company sends Group a new (or renewed) group *agreement*, Company will enclose a summary that discusses the changes Company has made to this *Agreement*. Groups that want information about changes before receiving the new group *agreement* may request advance information from Group's Company account manager. Also, if Group designates in writing a third party such as a "Producer of Record," Company may send the advance information to the third party rather than to Group (unless Group requests a copy also).

### Notices from Group to Company regarding billing and enrollment must be sent to:

Kaiser Foundation Health Plan of the Northwest  
P.O. Box 23127  
San Diego, CA 92193  
Or emailed to: [csc-den-roc-group@kp.org](mailto:csc-den-roc-group@kp.org)

### Notices from Group to Company regarding Premium payments must be sent to:

Kaiser Foundation Health Plan of the Northwest  
PO Box 34178  
Seattle, WA 98124

### Notices from Group to Company regarding termination of this *Agreement* must be sent to the Group's account manager at:

Kaiser Foundation Health Plan of the Northwest  
500 NE Multnomah Street, Suite 100  
Portland, OR 97232

## Reporting Membership Changes and Retroactivity

Company's billing statement to Group explains how to report membership changes. Group's Kaiser Permanente account manager can also provide Group with this information. Group must report membership changes (including sending Company-approved membership forms) within the time limit for retroactive changes and in accord with any applicable "rescission" provisions of the Patient Protection and Affordable Care Act and regulations. The time limit for retroactive membership changes is the calendar month when

Company's San Diego Service Center receives Group's notification of the change plus the previous two months unless Company agrees otherwise in writing.



## Kaiser Foundation Health Plan of the Northwest

*A nonprofit corporation*  
Portland, Oregon

### Large Group Dental Plan Evidence of Coverage

**Group Name: Multnomah County Employees**  
**Group Number: 1569 - 901, 911, 922**

This *EOC* is effective 1/1/2022 through 12/31/2022.

Printed: Tuesday, March 15, 2022

#### **Member Services**

Monday through Friday (except holidays)

8 a.m. to 6 p.m. PT

Portland area..... 503-813-2000

All other areas..... 1-800-813-2000

#### **Dental Appointment Center**

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

#### **TTY**

All areas ..... 711

#### **Language interpretation services**

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

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





## DENTAL PLAN BENEFIT SUMMARY

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

<b>Benefit Maximum</b>	
Per Member per Year	None
<b>Dental Office Visit</b>	<b>You Pay</b>
Per visit	\$10
<b>Preventive and Diagnostic Services</b>	<b>You Pay</b>
Oral exam, including evaluations and diagnostic exams	\$0
Fluoride treatments	\$0
Teeth cleaning	\$0
Sealants	\$0
Space maintainers	\$0
X-rays	\$0
<b>Minor Restorative Services</b>	<b>You Pay</b>
Routine fillings	\$0
Simple extractions	\$0
Restorations (composite/acrylic and steel)	\$0
<b>Oral Surgery Services</b>	<b>You Pay</b>
Major oral surgery	\$0
Surgical tooth extractions	\$0
<b>Periodontic Services</b>	<b>You Pay</b>
Scaling and root planing	\$0
Periodontal surgery	\$0
Treatment of gum disease	\$0
<b>Endodontic Services</b>	<b>You Pay</b>
Root canal and related therapy	
Anterior tooth	\$0
Bicuspid tooth	\$0
Molar tooth	\$0
<b>Major Restorative Services</b>	<b>You Pay</b>
Bridge abutments	\$45
Noble metal gold or porcelain crowns	\$45
Inlays	\$45
Pontics	\$45
<b>Removable Prosthetic Services</b>	<b>You Pay</b>
Full upper and lower dentures	\$65
Partial dentures	\$95
Rebases	\$25
Relines	\$25

<b>Emergency Dental Care</b>	<b>You Pay</b>
From Participating Providers	\$25 plus the Cost Share that normally applies for non-emergency dental care Services
From Non-Participating Providers outside the Service Area (coverage is limited to \$100 per incident)	All Charges over \$100
<b>Other Dental Services</b> (Not counted toward the Benefit Maximum)	<b>You Pay</b>
Nightguards	10% Coinsurance
Nitrous oxide	
Members age 13 years and older	\$25
Members age 12 years and younger	\$0
Sedation and General Anesthesia	\$0
<b>Teledentistry Services</b>	<b>You Pay</b>
Telephone and video visits	\$0
<b>Dependent Limiting Age</b>	<b>Limiting Age</b>
General	26
Student	26



## Kaiser Foundation Health Plan of the Northwest

*A nonprofit corporation*  
Portland, Oregon

### Large Group Dental Plan Evidence of Coverage

**Group Name: Multnomah County Employees**  
**Group Number: 1569**

This *EOC* is effective 1/1/2022 through 12/31/2022.

Printed: December 29, 2021

#### **Member Services**

Monday through Friday (except holidays)

8 a.m. to 6 p.m. PT

Portland area .....503-813-2000

All other areas.....1-800-813-2000

#### **Dental Appointment Center**

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

#### **TTY**

All areas.....711

#### **Language interpretation services**

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

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

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## INTRODUCTION

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

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

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

## Term of this EOC

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

## About Kaiser Permanente

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

We provide covered Services using Participating Providers and Participating Dental Offices located in our Service Area except as described under “In a Dental Emergency” in the “Emergency and Urgent Dental Care” section and under “Emergency Dental Care and Urgent Dental Care” in the “Benefits” section.

To obtain information about Participating Providers and Participating Dental Offices go to [kp.org/dental/nw/directory](http://kp.org/dental/nw/directory) or call Member Services.

For more information about your benefits, our Services, or other products, please call Member Services or email us by registering at [kp.org/dental/nw](http://kp.org/dental/nw).

## DEFINITIONS

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

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

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

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



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

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

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

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

**Cost Share.** The Deductible, Copayment, or Coinsurance you must pay for covered Services.

**Dental Facility Directory.** The *Dental Facility Directory* includes addresses, maps, and telephone numbers for Participating Dental Offices and provides general information about getting dental care at Kaiser Permanente.

**Dental Provider Directory.** The *Dental Provider Directory* lists Participating Providers, includes addresses for Participating Dental Offices, and provides general information about each Participating Provider such as gender, specialty, and language spoken.

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

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

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

**Dependent.** A Member who meets the eligibility requirements for a dependent as described in the "Who Is Eligible" section.

**Dependent Limiting Age.** The "Premium, Eligibility, and Enrollment" section requires that most types of Dependents (other than Spouses) be under the Dependent Limiting Age in order to be eligible for membership. The "Benefit Summary" shows the Dependent Limiting Age (the student Dependent Limiting Age is for students, and the general Dependent Limiting Age is for non-students).

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

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

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

**Family.** A Subscriber and their Spouse and/or Dependents.

**Group.** The employer, union trust, or association with which we have an *Agreement* that includes this *EOC*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Spouse.** The person to whom you are legally married under applicable law. For the purposes of this EOC, the term “Spouse” includes a person who is legally recognized as your domestic partner in a valid Certificate of Registered Domestic Partnership issued by the state of Oregon, validly registered as your domestic partner under the laws of another state, or otherwise recognized as your domestic partner under criteria agreed upon, in writing, by Kaiser Foundation Health Plan of the Northwest and your Group.

**Subscriber.** A Member who is eligible for membership on their own behalf and not by virtue of Dependent status and who meets the eligibility requirements as a Subscriber (Subscriber eligibility requirements are described under “Who Is Eligible” in the “Premium, Eligibility, and Enrollment” section).

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

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

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

**Year.** A period of time that is a calendar year beginning on January 1 of any year and ending at midnight December 31 of the same year.

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

### **Premium**

Your Group is responsible for making Premium payments to Company. If your Group requires you to pay any part of the Premium, your Group will tell you the amount and how to pay your Group.

### **Who Is Eligible**

#### **General**

To be eligible to enroll and to remain enrolled in this plan, you must meet all of the following requirements:

- You must meet your Group’s eligibility requirements that we have approved. (Your Group is required to inform Subscribers of its eligibility requirements.)
- You must meet the Subscriber or Dependent eligibility requirements described below unless your Group has different eligibility requirements that we have approved.

#### **Subscriber**

To be eligible to enroll and to remain enrolled as a Subscriber, you must meet the following requirements:

- You are an employee of your Group; or
- You are otherwise entitled to coverage through your Group under a trust agreement, retirement benefit program, employment contract, or the rules of a professional, trade, or bona fide association.
- You live or physically work inside our Service Area at least 50 percent of the time. For assistance about the Service Area or eligibility, please contact Member Services. The Subscriber’s or the Subscriber’s

Spouse's otherwise eligible children are not ineligible solely because they live outside our Service Area or in another Kaiser Foundation Health Plan service area.

## **Dependents**

If you are a Subscriber, the following persons are eligible to enroll as your Dependents:

- Your Spouse.
- A person who is under the general Dependent Limiting Age shown in the "Benefit Summary" and who is any of the following:
  - Your or your Spouse's child.
  - A child adopted by you or your Spouse, or for whom you or your Spouse have assumed a legal obligation in anticipation of adoption.
  - Any other person for whom you or your Spouse is a court-appointed guardian.
- A person who is over the general Dependent Limiting Age but under the student Dependent Limiting Age shown in the "Benefit Summary," who is a full-time registered student at an accredited college or accredited vocational school, and is any of the following:
  - Your or your Spouse's child.
  - A child adopted by you or your Spouse, or for whom you or your Spouse have assumed a legal obligation in anticipation of adoption.
  - Any other person for whom you or your Spouse is a court-appointed guardian.

Students who suffer a severe illness or injury that causes them to lose full-time student status will continue to be considered full-time students for eligibility purposes, provided that within 31 days after the loss of full-time student status, we receive written certification from the child's treating physician that the child is suffering from a serious illness or injury and that the leave of absence or other change of enrollment is Medically Necessary. Eligibility as a full-time student under this provision may then continue for up to 12 months from the date that your child's medical leave of absence began, or until your child reaches the student Dependent Limiting Age shown in the "Benefit Summary," whichever comes first.

- A person who is of any age and who is primarily dependent upon you or your Spouse for support and maintenance if the person is incapable of self-sustaining employment by reason of developmental or physical disability that occurred prior to the person reaching the general Dependent Limiting Age shown in the "Benefit Summary," if the person is any of the following:
  - Your or your Spouse's child.
  - A child adopted by you or your Spouse, or for whom you or your Spouse have assumed legal obligation in anticipation of adoption.
  - Any other person for whom you or your Spouse is a court-appointed guardian and was a court-appointed guardian prior to the person reaching the general Dependent Limiting Age shown in the "Benefit Summary" established by the Group.

We may request proof of incapacity and dependency annually.

Children born to a Dependent other than your Spouse (for example, your grandchildren) are not eligible for coverage beyond the first 31 days of life, including the date of birth, unless: (a) you or your Spouse adopts them or assumes a legal obligation in anticipation of adoption; (b) they are primarily supported by you or your Spouse and you or your Spouse is their court-appointed guardian; or (c) your Group has different eligibility requirements that we have approved.

Company will not deny enrollment of a newborn child, newly adopted child, or child for whom legal obligation is assumed in anticipation of adoption, or newly placed for adoption solely on the basis that: (a) the child was born out of wedlock; (b) the child is not claimed as a dependent on the parent's federal tax return; (c) the child does not reside with the child's parent or in our Service Area; or (d) the mother of the child used drugs containing diethylstilbestrol prior to the child's birth. Also, Company does not discriminate between married and unmarried persons, or between children of married or unmarried persons.

## **When You Can Enroll and When Coverage Begins**

A Group is required to inform employees about when they are eligible to enroll and their effective date of coverage. The effective date of coverage for employees and their eligible Dependents is determined by the Group in accord with waiting period requirements in state and federal law. The Group is required to inform the Subscriber of the date membership becomes effective.

### ***New Employees and Their Dependents***

When a Group informs an employee that they are eligible to enroll as a Subscriber, they may enroll themselves and any eligible Dependents by submitting a Company-approved enrollment application to the Group within 30 days of eligibility for enrollment.

### ***Open Enrollment***

The Group will inform an employee of their open enrollment period and effective date of coverage. An eligible employee may enroll as a Subscriber along with any eligible Dependents if they or their Dependents were not previously enrolled. If you are an existing Subscriber, you may add eligible Dependents not previously enrolled following your Group's enrollment process during the open enrollment period.

### ***Special Enrollment***

If an eligible employee or their eligible Dependents do not enroll when they are first eligible and later want to enroll, they can enroll only during open enrollment unless they experience a qualifying event, as defined in applicable state and federal law. Your Group will administer special enrollment rights in compliance with applicable state and federal law.

Examples of qualifying events include, but are not limited to:

- Loss of minimum essential coverage for any reason other than nonpayment of Premium, rescission of coverage, misrepresentation, fraud or voluntary termination of coverage.
- Gaining a Dependent through marriage or entering into a domestic partnership, birth, adoption or placement for adoption, or through a child support order or other court order.
- Loss of a Dependent through divorce or legal separation, or if the enrollee, or their Dependent dies.

Note: If the individual is enrolling as a Subscriber along with at least one eligible Dependent, only one enrollee must meet one of the requirements for a qualifying event.

The individual must notify the Group within 30 days of a qualifying event, 60 days if they are requesting enrollment due to a change in eligibility for Medicaid or Child Health Insurance Program (CHIP) coverage. The Group will determine if the individual is eligible to select or change coverage. Contact the Group for further instructions on how to enroll.

A Group may require an employee declining coverage to provide a written statement indicating whether the coverage is being declined due to other dental coverage. If this statement is not provided, or if coverage is not declined due to other dental coverage, the employee may not be eligible for special enrollment due to loss of other dental coverage. Contact the Group for further information.

## ***Adding New Dependents to an Existing Account***

To enroll a Dependent who becomes eligible to enroll after you became a Subscriber, you must submit a Company-approved enrollment application to your Group as described in this “Adding New Dependents to an Existing Account” section.

Newborns, newly adopted children, or children newly placed for adoption are covered for the first 31 days after birth, adoption, or placement for adoption. In order for coverage to continue beyond this 31-day period, you must submit an enrollment application to your Group within 31 days after the date of birth, adoption, or placement for adoption if additional Premium is required to add the Dependent. If additional Premium is not required, the application requirement is waived; however, please notify your Group and Member Services to add the child to your plan.

To add all other newly eligible Dependents (such as a new Spouse), you must submit an enrollment application to your Group within 30 days after the qualifying event.

Contact your Group for further instructions on how to enroll your newly eligible Dependent.

## ***When Coverage Begins***

Your Group will notify you of the date your coverage will begin. Membership begins at 12 a.m. PT of the effective date specified.

If an individual enrolls in, adds a Dependent, or changes dental plan coverage during a special enrollment period, the membership effective date will be determined by your Group in compliance with applicable state and federal law.

## **HOW TO OBTAIN SERVICES**

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

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

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

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

## **Using Your Identification Card**

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

Your ID card is for identification only and it does not entitle you to Services. To receive covered Services, you must be a current Member. Anyone who is not a Member will be billed as a non-member for any Services they receive. If you let someone else use your ID card, we may keep your card and terminate your

membership (see the “Termination for Cause” section). We may request photo identification in conjunction with your ID card to verify your identity.

## **Choosing a Personal Care Dentist**

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

The online *Dental Provider Directory* provides the names and locations of Participating Dentists. Before receiving Services, you should confirm your Dentist has continued as a Participating Dentist. The information in the *Dental Provider Directory* is updated monthly, however, for the most up-to-date information, contact Member Services or go to [kp.org/dental/nw/directory](http://kp.org/dental/nw/directory). Participating Dentists include both general Dentists and Dental Specialists.

## **Referrals**

### ***Referrals to Participating Providers***

When you need Services, you should talk with your personal care Participating Dentist about your dental needs or your request for Services. Your Participating Dentist and other Participating Providers provide covered Services that are Dentally Necessary. Participating Dentists will use their judgment to determine if Services are Dentally Necessary. If you seek a specific Service, you should talk with your personal care Participating Dentist, who will discuss your needs and recommend an appropriate course of treatment. When appropriate, your Participating Dentist will refer you to a Participating Provider who is a Dental Specialist. Only the Services and number of visits that are listed on the referral will be covered, subject to any benefit limitations and exclusions applicable to the Services.

### ***Referrals to Non-Participating Providers***

If your Participating Dentist decides that you require Dentally Necessary Services that are not available from Participating Providers, and we determine that the Services are covered Services, your Participating Dentist will refer you to a Non-Participating Provider. The Cost Share for these authorized referral Services are the same as those required for Services provided by a Participating Provider and are subject to any benefit limitations and exclusions applicable to the Services. Only the Services and number of visits that are listed on the referral will be covered, subject to any benefit limitations and exclusions applicable to the Services.

## **Appointments for Routine Services**

If you need to make a routine dental care appointment, please contact Member Services. Routine appointments are for dental needs that are not urgent such as checkups, teeth cleanings, and follow-up visits that can wait more than a day or two. Try to make your routine care appointments as far in advance as possible. For information about getting other types of care, refer to “Emergency and Urgent Dental Care” in this “How to Obtain Services” section.

## **Getting Assistance**

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

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

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

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

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

## **Emergency and Urgent Dental Care**

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

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

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

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

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

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

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

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

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

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



Kaiser Permanente  
Dental Claims 16<sup>th</sup> Floor  
500 NE Multnomah Street  
Portland, OR 97232  
Fax: 971-285-9031

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

Company accepts American Dental Association (ADA) Dental claim forms. If the provider bills Company directly, you will not need to submit the claim form.

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

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

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

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

## **WHAT YOU PAY**

### **Benefit Maximum**

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

If your plan includes Orthodontic Services or Dental Implant Services, please note that these Services may not count toward the plan Benefit Maximum. Your orthodontic coverage and your implant coverage may each have a separate benefit maximum.

### **Copayments and Coinsurance**

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

### **Dental Office Visits**

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

## BENEFITS

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

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

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

### Preventive and Diagnostic Services

We cover the following preventive and diagnostic Services:

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

### Minor Restorative Services

We cover the following minor restorative dental Services:

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

## Oral Surgery Services

We cover the following oral surgery Services:

- Major oral surgery.
- Surgical tooth extractions.

## Periodontic Services

We cover the following periodontic Services:

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

## Endodontic Services

We cover the following endodontic Services:

- Root canal and related therapy.
- Treatment of the root canal or tooth pulp.

## Major Restorative Services

We cover the following major restorative Services:

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

## Removable Prosthetic Services

We cover the following removable prosthetic Services:

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

## Emergency Dental Care and Urgent Dental Care

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

### *Inside our Service Area*

- We cover Emergency Dental Care you receive inside our Service Area from Participating Providers or Participating Dental Offices.

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

### **Outside our Service Area**

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

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

**Cost Share and reimbursement.** You pay the amount shown in the “Benefit Summary.”

An Emergency Dental Care office visit Copayment may apply in addition to any other applicable Cost Share when you receive Emergency Dental Care or an Urgent Dental Care appointment from a Participating Provider.

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

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

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

## **Other Dental Services**

We cover other dental Services as follows:

- Dental Services in conjunction with Medically Necessary general anesthesia or a medical emergency (subject to the “Exclusions and Limitations” section). We cover the dental Services described in the “Benefits” section when provided in a hospital or ambulatory surgical center, if the Services are performed at that location in order to obtain Medically Necessary general anesthesia for a Member or in a hospital’s emergency department in order to provide dental Services in conjunction with a medical emergency.
- Nightguards. We cover removable dental appliances designed to minimize the effects of bruxism (teeth grinding) and other occlusal factors.
- Nitrous oxide. We cover use of nitrous oxide during Dentally Necessary treatment as deemed appropriate by the Participating Provider.

## **Teledentistry Services**

Teledentistry is a means of delivering oral health care Services using information and telecommunication technologies, to provide consultation and education, or to facilitate diagnosis, treatment, care management or self-management of your oral health. Technologies include, but are not limited to, real-time audio and/or

video conferencing, secure web-based communication, and secure asynchronous information exchange to transmit dental information such as digital images and laboratory results.

We cover teledentistry Services at the applicable “Teledentistry Services” Cost Share shown in your “Benefit Summary” if:

- The Service is otherwise covered under this EOC if received in person;
- The Service is Dentally Necessary;
- The Service is determined to be safely and effectively provided using teledentistry, according to generally accepted dental care practices and standards; and
- The application and technology used to provide the Service meets all standards required by state and federal laws governing the privacy and security of protected health information.

For Services that can be appropriately provided using teledentistry, you may choose to receive the covered Service via teledentistry or in person. You are not required to have an established patient-provider relationship with the Participating Provider to receive teledentistry Services.

### **Telephone and Video Visits**

If you have a dental condition that does not require an in-person exam, you have the option to schedule a telephone visit, just as you would with an in-person appointment. If you prefer to meet face-to-face with a Participating Provider online by computer, smartphone or tablet, you may set up a video visit.

In a teledentistry visit, the Participating Provider will meet with you about your dental problem and concerns, may guide you through an exam of your mouth, provide instructions on how to treat the condition, prescribe medication if necessary, and determine if you need to schedule an in-person visit. If you have a cracked or chipped tooth, lesion or swelling on the gum, or dental pain, a teledentistry visit may be an option for you. Telephone and video visits are also appropriate for specialty care such as pre-op and post-op appointments.

To schedule a telephone visit or video visit with a Participating Provider, call the Dental Appointment Center. Please note, not all dental conditions can be treated through teledentistry visits. The Participating Provider will identify any condition for which treatment by in-person visit is needed.

## **EXCLUSIONS AND LIMITATIONS**

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

### **Exclusions**

- Additional fees a Non-Participating Provider may charge for an Emergency Dental Care or Urgent Dental Care visit after our payment for covered Services.
- Continuation of Services performed or started prior to your coverage becoming effective.
- Continuation of Services performed or started after your membership terminates.
- Cosmetic Services, supplies, or prescription drugs that are intended primarily to improve appearance, repair, and/or replace cosmetic dental restorations.
- Dental conditions for which Service or reimbursement is required by law to be provided at or by a government agency. We do not reimburse the government agency for any Services that the law requires be provided only by or received only from a government agency. When we cover any of these Services, we may recover the Charges for the Services from the government agency. This exclusion does not apply to Medicaid.

- Dental implants, including bone augmentation and fixed or removable prosthetic devices attached to or covering the implants; all related Services, including diagnostic consultations, impressions, oral surgery, placement, removal, and cleaning when provided in conjunction with dental implants; and Services associated with postoperative conditions and complications arising from implants, unless your Group has purchased coverage for dental implants as an additional benefit.
- Dental Services not listed in the “Benefits” section of this *EOC*.
- Drugs obtainable with or without a prescription. These may be covered under your medical benefits.
- Experimental or investigational treatments, procedures, and other Services that are not commonly considered standard dental practice or that require U.S. Food and Drug Administration (FDA) approval. A Service is experimental or investigational if:
  - the Service is not recognized in accordance with generally accepted dental standards as safe and effective for use in treating the condition in question, whether or not the Service is authorized by law for use in testing, or other studies on human patients: or
  - the Service requires approval by FDA authority prior to use and such approval has not been granted when the Service is to be rendered.
- Fees a provider may charge for a missed appointment.
- Full mouth reconstruction, including, but not limited to, occlusal rehabilitation, appliances, restorations, and procedures needed to alter vertical dimension, occlusion, or correct attrition or abrasion.
- Genetic testing.
- Maxillofacial surgery.
- Medical or Hospital Services, unless otherwise specified in the *EOC*.
- Myofunctional therapy.
- Non-orthodontic recording of jaw movements or positions.
- Orthodontic treatment of primary/transitional dentition.
- Orthognathic surgery.
- Procedures, appliances, or fixed crowns and bridges for periodontal splinting of teeth.
- Prosthetic devices following extraction of a tooth (or of teeth) for nonclinical reasons or when a tooth is restorable.
- Replacement of lost or damaged space maintainers.
- Replacement of prefabricated, noncast crowns, including noncast stainless steel crowns, except when the Member has five or more years of continuous dental coverage with Company.
- Services performed by someone other than a Participating Provider or Non-Participating Provider.
- Speech aid prosthetic devices and follow up modifications.
- Surgery to correct malocclusion or temporomandibular joint (TMJ) disorders; treatment for problems of the jaw joint, including temporomandibular joint (TMJ) syndrome and craniomandibular disorders; and treatment of conditions of the joint linking the jaw bone and skull and of the complex of muscles, nerves, and other tissues related to that joint.
- Treatment of cleft palate.
- Treatment of macroglossia.
- Treatment of micrognathia.

- Treatment to restore tooth structure lost due to attrition, erosion, or abrasion.
- Use of alternative materials for the removal and replacement of clinically acceptable material or restorations is not covered for any reason, except when the pathological condition of the tooth (or teeth) warrants replacement.

## Limitations

- Examination and prophylaxis (routine preventive teeth cleaning), including scaling and polishing, is limited to two visits per Year as Dentally Necessary.
- Repair or replacement needed due to normal wear and tear of interim fixed and removable prosthetic devices is limited to once every 12 months.
- Repair or replacement needed due to normal wear and tear of permanent fixed and removable prosthetic devices is limited to once every five years.
- Routine fillings are limited to amalgam (silver) or glass ionomer fillings on posterior teeth and composite (tooth-colored) fillings on anterior and bicuspid teeth.
- Sedation and general anesthesia (including, but not limited to, intramuscular IV sedation, non-IV sedation, and inhalation sedation) and nitrous oxide are only covered when completed in conjunction with procedures performed by an oral maxillofacial surgeon for covered oral surgical procedures.

## REDUCTIONS

### Coordination of Benefits

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

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

### Definitions

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

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

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

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

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

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

D. **Allowable Expense.** Allowable Expense is a dental care expense, including deductibles, coinsurance, and copayments, that is covered at least in part by any Plan covering the person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Plan covering the person is not an Allowable Expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a covered person is not an Allowable Expense.

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

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

E. **Closed Panel Plan.** A Plan that provides dental care benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.



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

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

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

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

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

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

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

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

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

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

## ***Facility of Payment***

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

## ***Right of Recovery***

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

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

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

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

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

Subject to applicable law, if you obtain a settlement, award, or judgment from or on behalf of another party or insurer, you must ensure we are reimbursed for covered Services that you receive for the injury or illness, except that:

- for injuries caused by a motor vehicle accident, we will not collect to the extent that the payment would leave you less than fully compensated for your injury or illness; and
- for injuries or illnesses that are not caused by a motor vehicle accident, we will not collect more than the amount you receive from or on behalf of the other party.

This “Injuries or Illnesses Alleged to be Caused by Other Parties” section does not affect your obligation to pay any applicable Cost Share for these covered Services.

If you do not recover anything from or on behalf of the other party, then you are responsible only for any applicable Cost Share.

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

To secure our rights, we will have a lien on the proceeds of any judgment, award, or settlement you or we (when we subrogate) obtain against another party, regardless of how those proceeds may be characterized or designated. Subject to applicable law, the proceeds of any judgment, award, or settlement that you or we obtain shall first be applied to satisfy our lien, regardless of whether the total amount of the proceeds is less than the actual losses and damages you incurred. In the case of motor vehicle accidents, the proceeds shall only be applied to satisfy our lien after you are reimbursed the total amount of the actual losses and damages you incurred.

You must make all reasonable efforts to pursue any claim you may have against another party. After submitting or filing a claim or legal action against another party, you must send written notice of the claim or legal action by personal service or by registered or certified mail to us at:

Equian, LLC  
Attn: Subrogation Operations  
P.O. Box 36380  
Louisville, KY 40233  
Fax: 502-214-1291

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

You must provide us written notice before you settle a claim or obtain a judgment or award, or if it appears you will make a recovery of any kind. Subject to applicable law, if you recover any amounts from another party or any insurer based on your injury or illness, you must pay us or place sufficient funds to satisfy our claims in a specifically identifiable account. Pending final resolution of the claims, you must retain control over the recovered amounts to which we may assert a right.

In addition to the rights set forth above, we shall also be entitled to all of the remedies, benefits, and other rights of sections 742.520 – 742.544, Oregon Revised Statutes.

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

## **Workers' Compensation or Employer's Liability**

We will not reimburse for Services for any illness, injury, or condition to the extent a payment or any other benefit, including any amount received as a settlement (collectively referred to as "Financial Benefit"), is provided under any workers' compensation or employer's liability law. We will provide Services even if it is unclear whether you are entitled to a Financial Benefit, but we may recover Charges for any of these Services from the following sources:

- Any source providing a Financial Benefit or from whom a Financial Benefit is due.
- You, to the extent that a Financial Benefit is provided or payable or would have been required to be provided or payable if you had diligently sought to establish your rights to the Financial Benefit under any workers' compensation or employer's liability law.

# GRIEVANCES, CLAIMS, AND APPEALS

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

- A claim is a request for us to:
  - Provide or pay for a Service that you have not received (pre-service claim);
  - Continue to provide or pay for a Service that you are currently receiving (concurrent care claim); or
  - Pay for a Service that you have already received (post-service claim).
- An adverse benefit determination is our decision to deny, reduce or terminate a Service, or failure or refusal to provide or to make a payment in whole or in part for a Service that is based on:
  - Denial or termination of enrollment of an individual in a dental benefit plan;
  - Rescission or cancellation of a policy;
  - Imposition of a preexisting condition exclusion, source-of-injury exclusion, network exclusion, annual benefit limit or other limitation on otherwise covered Services;
  - Determination that a Service is experimental or investigational or not Dentally Necessary or appropriate; or
  - Determination that a course or plan of treatment that a Member is undergoing is an active course of treatment for purposes of continuity of care.
- A grievance is communication expressing dissatisfaction with an adverse benefit determination, without specifically declining any right to appeal or review, that is:
  - In writing, for an internal appeal;
  - In writing or orally for an expedited response; or
  - A written complaint regarding the:
    - Availability, delivery, or quality of a Service;
    - Claims payment, handling or reimbursement for Services and, unless a request for an internal appeal has not been submitted, the complaint is not disputing an adverse benefit determination; or
    - Matters pertaining to the contractual relationship between the Member and Company.
- An internal appeal is a request for us to review our initial adverse benefit determination.

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

## Member Satisfaction Procedure

Kaiser Permanente is committed to providing quality care and a timely response to your concerns. We encourage you to discuss any questions or concerns about your care with your Participating Provider or another member of your dental care team. If you are not satisfied with your Participating Provider, you may request another. Contact Member Services for assistance. You always have the right to a second opinion from a qualified Participating Provider at the applicable Cost Share.

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

- Contact the administrative office in the Participating Dental Office where you are having the problem.
- Call Member Services; or

- Send your written complaint to Member Relations at:

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 NE Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 1-855-347-7239

You may appoint an authorized representative to help you file your complaint. A written authorization must be received from you before any information will be communicated to your representative. Contact Member Services for information about how to appoint a representative. You must pay the cost of anyone you hire to represent or help you.

All complaints are handled in a confidential manner.

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

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

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

## **Language and Translation Assistance**

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

## **Appointing a Representative**

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

## **Help with Your Claim and/or Appeal**

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

Department of Consumer and Business Services  
Division of Financial Regulation  
Consumer Advocacy Section  
P.O. Box 14480  
Salem, OR 97309-0405

Email: [DFR.InsuranceHelp@oregon.gov](mailto:DFR.InsuranceHelp@oregon.gov)

Phone: 503-947-7984

Toll-Free: 1-888-877-4894

Fax: 503-378-4351

<https://dfr.oregon.gov/help/complaints-licenses/Pages/file-complaint.aspx>

## **Reviewing Information Regarding Your Claim**

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

## **Providing Additional Information Regarding Your Claim**

When you appeal, you may send us additional information including comments, documents, and additional dental records that you believe support your claim. If we asked for additional information and you did not provide it before we made our initial decision about your claim, then you may still send us the additional information so that we may include it as part of our review of your appeal. Please send or fax all additional information to:

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 1-855-347-7239

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

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 1-855-347-7239

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

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

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

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

## Claims and Appeals Procedures

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

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

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

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

### Pre-service Claims and Appeals

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

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

#### Non-Urgent Pre-service Claim

- You may request a pre-service benefit determination on your own behalf. Tell us in writing that you want to make a claim for us to provide or pay for a Service you have not yet received. Your request and any related documents you give us constitute your claim. You must mail or fax your claim to us at:  
  
Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 1-855-347-7239
- If you want us to consider your pre-service claim on an urgent basis, your request should tell us that. We will decide whether your claim is urgent or non-urgent. If we determine that your claim is not urgent, we will treat your claim as non-urgent. Generally, a claim is urgent only if using the procedure for non-urgent claims (a) could seriously jeopardize your life or health or your ability to regain maximum function, or (b) would, in the opinion of a physician with knowledge of your dental condition, subject you to severe pain that cannot be adequately managed without the Services you are requesting, or (c) your attending dental care provider requests that your claim be treated as urgent.
- We will review your claim and, if we have all the information we need, we will make a decision within a reasonable period of time, but no later than two business days after we receive your claim.

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

If more information is needed to make a decision, we will ask you for the information in writing before the initial decision period ends, and we will give you 15 days to send the information.



We will make a decision and send notification within two business days after we receive the first piece of information (including documents) we requested.

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

If we do not receive any of the requested information (including documents) within 15 days after we send our request, we will make a decision based on the information we have no later than 15 days following the date the additional information was requested.

- We will send written notice of our decision to you and, if applicable, to your provider.

### **Urgent Pre-service Claim**

- If your pre-service claim was considered on an urgent basis, we will notify you of our decision orally or in writing within a timeframe appropriate to your clinical condition, but no later than two business days after we receive your claim.

Within 24 hours after we receive your claim, we may ask you for more information.

- We will notify you of our decision within two business days of receiving the first piece of requested information.

If we do not receive any of the requested information, then we will notify you of our decision within two business days after making our request.

If we notify you of our decision orally, we will send you written confirmation no later than two business days after the oral notification.

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

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

- Within 180 days after you receive our adverse benefit determination notice, you must tell us in writing that you want to appeal our denial of your pre-service claim. Please include the following:

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

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

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 1-855-347-7239

- We will acknowledge your appeal in writing within five days after we receive it.
- We will fully and fairly review all available information relevant to your appeal without deferring to prior decisions.
- We will review your appeal and send you a written decision within 30 days after we receive your

appeal.

- If we deny your appeal, our adverse benefit determination notice will tell you why we denied your appeal.

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

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

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

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Phone: 503-813-4480  
Fax: 1-855-347-7239

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

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

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

Unless you are appealing an urgent care claim, if we either (a) deny your request to extend your current authorized ongoing care (your concurrent care claim) or (b) inform you that authorized care that you are currently receiving is going to end early and you appeal our adverse benefit determination at least 24 hours before your ongoing course of covered treatment will end, then during the time that we are considering your appeal, you may continue to receive the authorized Services. If you continue to receive these Services while

we consider your appeal and your appeal does not result in our approval of your concurrent care claim, then you will have to pay for the Services that we decide are not covered.

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

### **Non-Urgent Concurrent Care Claim**

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

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Phone: 503-813-4480  
Fax: 1-855-347-7239

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

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

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

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

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

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

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

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

- We will send written notice of our decision to you and, if applicable, to your provider.

### **Urgent Concurrent Care Claim**

- If we consider your concurrent care claim on an urgent basis, we will notify you of our decision orally or in writing as soon as your clinical condition requires, but no later than 24 hours after we received your claim.

If we notify you of our decision orally, we will send you written confirmation within three days after the oral notification.

- If we deny your claim (if we do not agree to provide or pay for extending the ongoing course of treatment), our adverse benefit determination notice will tell you why we denied your claim and how you can appeal.

### **Non-Urgent Concurrent Care Appeal**

- Within 180 days after you receive our adverse benefit determination notice, you must tell us in writing that you want to appeal our adverse benefit determination. Please include the following:

- (1) Your name and health record number;
- (2) Your dental condition or relevant symptoms;
- (3) The ongoing course of covered treatment that you want to continue or extend;
- (4) All of the reasons why you disagree with our adverse benefit determination; and
- (5) All supporting documents.

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

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 1-855-347-7239

- We will fully and fairly review all available information relevant to your appeal without deferring to prior decisions.
- We will review your appeal and send you a written decision as soon as possible if your care has not ended but no later than 30 days after we receive your appeal.
- If we deny your appeal, our adverse benefit determination decision will tell you why we denied your appeal.

### **Urgent Concurrent Care Appeal**

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

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

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Phone: 503-813-4480  
Fax: 1-855-347-7239

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

### **Post-service Claims and Appeals**

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

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

#### **Post-service Claim**

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

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

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

- We will not accept or pay for claims received from you after 12 months from the date of Service, except in the absence of legal capacity.

- We will review your claim, and if we have all the information we need, we will send you a written decision within 30 days after we receive your claim.

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

If more information is needed to make a decision, we will ask you for the information in writing before the initial decision period ends, and we will give you 45 days to send us the information.

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

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

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

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

### **Post-service Appeal**

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

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

Kaiser Foundation Health Plan of the Northwest  
 Member Relations Department  
 500 N.E. Multnomah St., Suite 100  
 Portland, OR 97232-2099  
 Fax: 1-855-347-7239

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

### **Additional Review**

You may have certain additional rights if you remain dissatisfied after you have exhausted our internal claims and appeals procedures. If you are enrolled through a plan that is subject to the Employee Retirement Income Security Act (ERISA), you may file a civil action under section 502(a) of the federal ERISA statute. To understand these rights, you should check with your benefits office or contact the Employee Benefits

Security Administration (part of the U.S. Department of Labor) at 1-866-444-EBSA (3272). Alternatively, if your plan is not subject to ERISA (for example, most state or local government plans and church plans or all individual plans), you may have a right to request review in state court.

## **TERMINATION OF MEMBERSHIP**

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

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

### **Termination Due to Loss of Eligibility**

You and your Dependents must remain eligible to maintain your Group coverage. You must immediately report to your Group any changes in eligibility status, such as a Spouse's loss of eligibility due to divorce or a Dependent who has reached the Dependent Limiting Age. If you no longer meet the eligibility requirements described in this *EOC*, please confirm with your Group's benefits administrator when your membership will end.

### **Termination for Cause**

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

- You knowingly commit fraud and intentional misrepresentation in connection with membership, Company, or a Participating Provider. Some examples of fraud include:
  - Misrepresenting eligibility information about yourself or a Dependent.
  - Presenting an invalid prescription or dental order.
  - Intentionally misusing a Company ID card (or letting someone else use your ID card to obtain Services while pretending to be you).
  - Giving us incorrect or incomplete material information.
  - Failing to notify us of changes in Family status or Medicare coverage that may affect your eligibility or benefits.

We may report fraud and other illegal acts to the authorities for prosecution.

If we terminate your membership for cause, we will:

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

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

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

### **Termination of Your Group's Agreement with Us**

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

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

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

## **CONTINUATION OF MEMBERSHIP**

### **Continuation of Group Coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA)**

You may be able to continue your coverage under this *EOC* for a limited time after you would otherwise lose eligibility, if required by the federal COBRA law. COBRA applies to most employees (and most of their covered dependents) of most employers with 20 or more employees (however, it does not apply to church plans as defined by federal law). Please contact your Group for details about COBRA continuation coverage, such as how to elect coverage and how much you must pay your Group for the coverage.

### **Federal or State-Mandated Continuation of Coverage**

Termination of coverage will be postponed if the Member is on a leave of absence and continuation of coverage is required by the federal or state-mandated family or medical leave act or law, as amended.

### **Uniformed Services Employment and Reemployment Rights Act (USERRA)**

If you are called to active duty in the uniformed services, you may be able to continue your coverage under this *EOC* for a limited time after you would otherwise lose eligibility, if required by federal law (USERRA).

You must submit an USERRA election form to your Group within 60 days after your call to active duty. Please contact your Group if you want to know how to elect USERRA coverage and how much you must pay your Group for the coverage.

## **MISCELLANEOUS PROVISIONS**

### **Administration of *Agreement***

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

### ***Agreement* Binding on Members**

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

### **Amendment of *Agreement***

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

### **Applications and Statements**

You must complete any applications, forms, or statements that we request in our normal course of business or as specified in this *EOC*. In the absence of fraud, all statements made by an applicant, Group, or Subscriber shall be deemed representations and not warranties. No statement made for the purpose of



effecting coverage shall void coverage or reduce benefits unless contained in a written instrument signed by the Group or Subscriber, a copy of which has been furnished to the Group or Subscriber.

## **Assignment**

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

## **Attorney Fees and Expenses**

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

## **Governing Law**

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

## **Group and Members Not Company Agents**

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

## **No Waiver**

Our failure to enforce any provision of this *EOC* will not constitute a waiver of that or any other provision, nor will it impair our right thereafter to require your strict performance of any provision.

## **Nondiscrimination**

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

## **Notices**

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

## **Overpayment Recovery**

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

## **Privacy Practices**

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

We may use or disclose your PHI for treatment, payment, health research, and health care operations purposes, such as measuring the quality of Services. We are sometimes required by law to give PHI to others, such as government agencies or in judicial actions. In addition, Member-identifiable health information is shared with your Group only with your authorization or as otherwise permitted by law. We will not use or

disclose your PHI for any other purpose without your (or your representative's) written authorization, except as described in our Notice of Privacy Practices (see below). Giving us this authorization is at your discretion.

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

## **Unusual Circumstances**

In the event of unusual circumstances that delay or render impractical the provision of Services, such as major disaster, epidemic, war, riot, civil insurrection, labor disputes, disability of a large share of personnel at Participating Dental Offices, and complete or partial destruction of Participating Dental Office facilities, we will make a good faith effort to provide or arrange for covered Services within the limitations of available personnel and facilities. Kaiser Permanente shall have no other liability or obligation if covered Services are delayed or unavailable due to unusual circumstances.

## **NONDISCRIMINATION STATEMENT AND NOTICE OF LANGUAGE ASSISTANCE**

### **Nondiscrimination Notice**

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

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

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

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

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

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



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

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

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

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

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



# KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST DENTAL IMPLANT SERVICES RIDER

This rider is part of the *Evidence of Coverage (EOC)* to which it is attached. All provisions of this rider become part of the *EOC* “Benefits” section except for the “Dental Implant Services Rider Benefit Summary,” which becomes part of the *EOC* “Benefit Summary.” This entire benefit rider is therefore subject to all the terms and provisions of the *EOC*.

This benefit has a Dental Implant benefit maximum. For purposes of this rider, a Dental Implant benefit maximum means we will not cover more than the amount shown in the “Dental Implant Services Rider Benefit Summary” for all covered Services in a Year. Your Dental Implant benefit maximum is calculated by adding up the Charges for all implant Services we covered under this rider or under any other *EOC* with the same group number printed on the *EOC* to which this rider is attached and subtracting any Copayments and Coinsurance you paid for those Services.

## Definitions

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

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

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

## General Benefit Requirements

We cover the Services described in the “Dental Implant Benefit” section only if you meet all of the following requirements:

- You receive all care and Services in the continuous implant treatment plan directed by your Participating Provider.
- You maintain continuous eligibility under this or any other Company dental contract that includes coverage for Dental Implant Services.
- You make timely payment of amounts due.

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

## Dental Implant Benefit

We cover the following Services:

- Surgical placement and removal of a Dental Implant once per tooth space per lifetime including diagnostic consultations, occlusal analysis, bone augmentation and grafts, impressions, oral surgery, placement, and Services associated with postoperative conditions and complications arising from Dental Implants or removals;
- The final crown and implant Abutment over a single implant;
- The final implant-supported bridge Abutment and implant Abutment; or
- An alternate benefit per arch of a full or partial denture for the final implant-supported full or partial denture prosthetic device when the implant is placed to support a prosthetic device.
- Cleaning of Dental Implant prosthesis and Abutments including scaling debridement, and cleaning of implant surfaces performed as part of routine prophylaxis and periodontal maintenance or as Dentally Necessary.

- Dental Implant maintenance when the prosthesis is removed and reinserted, including cleaning of the prosthesis and Abutments.

Note: A Pontic used in an implant-supported bridge is not covered under this “Dental Implant Services Rider.” Refer instead to the “Major Restorative Services” section of the *EOC* and Benefit Summary for coverage and Cost Share for Pontics.

## Exclusions

- A Dental Implant, or any part of a Dental Implant, that has been surgically placed prior to your effective date of coverage.
- Eposteal and transosteal implants.
- Implant-supported bridges are not covered if one or more of the Abutments are supported by a natural tooth.
- Myofunctional therapy.
- Treatment of cleft palate.
- Treatment of macroglossia.
- Treatment of micrognathia.
- Treatment of primary/transitional dentition.

## Limitations

- Routine scaling, debridement and cleaning of Dental Implant surfaces, when performed as part of routine prophylaxis and periodontal maintenance, is limited to two visits per Year.
- Dental Implant maintenance when the prosthesis is removed and reinserted, including cleaning of the prosthesis and Abutments, is limited to once every two years.
- Repair of a Dental Implant is not covered, except when the Member has five or more years of continuous dental coverage under this or any other Company dental contract that includes coverage for Dental Implant Services. This limitation does not apply to Services associated with postoperative conditions or complications arising from Dental Implants or removals, or to Services associated with failure of a Dental Implant, if the Dental Implant was placed by a Participating Provider or Non-Participating Provider we referred you to for Dental Implant placement.
- These benefits or alternate benefits are not provided if the tooth, Dental Implant, or tooth space received a cast restoration or fixed or removable prosthodontic benefit, including a Pontic, within the previous five years.

## Dental Implant Services Rider Benefit Summary

Dental Implants	
Dental Implant benefit maximum	\$2,000 per Member per Year
	<b>You Pay</b>
Dental Implant Services	50% Coinsurance

# KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST ORTHODONTIC SERVICES RIDER

This rider is part of the Evidence of Coverage (*EOC*) to which it is attached. All provisions of this rider become part of the *EOC* “Benefits” section except for the “Orthodontic Services Rider Benefit Summary,” which becomes part of the *EOC* “Benefit Summary.” This entire benefit rider is therefore subject to all the terms and provisions of the *EOC*.

This benefit has a Lifetime Benefit Maximum. For purposes of this rider, a Lifetime Benefit Maximum means we will not cover more than the amount shown in the “Orthodontic Services Rider Benefit Summary” for all covered Services during your lifetime. Your Lifetime Benefit Maximum is calculated by adding up the Charges for all Orthodontic Services we covered under this rider or under any other *EOC* with the same group number printed on the *EOC* to which this rider is attached and subtracting any Cost Share you paid for those Services.

## Definitions

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

## General Benefit Requirements

Treatment under this rider will be covered as long as you meet the following conditions:

- You receive all care and Services in the continuous orthodontic treatment plan directed by your Participating Provider.
- You maintain continuous eligibility under this or any other Company dental contract that includes coverage for Orthodontic Services.
- You make timely payment of amounts due.

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

## Exclusions and Limitations

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

- Maxillofacial surgery.
- Myofunctional therapy.
- Replacement of broken orthodontic appliances.
- Re-treatment of orthodontic cases.
- Treatment of cleft palate.
- Treatment of macroglossia.
- Treatment of micrognathia.
- Treatment of primary/transitional dentition.



**Orthodontic Services Rider Benefit Summary**

Orthodontics	
Lifetime Benefit Maximum	\$3,000
	<b>You Pay</b>
Orthodontic Services	50% Coinsurance up to the Lifetime Benefit Maximum.



## NOTES

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Portland, OR 97232

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