



TRUCCARE WASHINGTON PLAN 1

INDIVIDUAL DENTAL POLICY

Ten-Day Examination Period

The Subscriber shall have the right to return this Policy within 10 days of its delivery and to have the full Premium refunded, if after examination the Subscriber is not satisfied for any reason. The Company will promptly refund any Premium paid. Upon such return of this Policy, it shall be void from the beginning and the parties shall be in the same position as if no policy had been issued. An additional 10 percent penalty shall be added to any Premium refund due which is not remitted to the Subscriber within 30 days of the return of this Policy to the Company. If a Subscriber receives dental services, the Subscriber will be responsible for the Reasonable Cash Value of the services provided.

Notice to Buyer:

This Policy provides dental benefits only. Review this Policy carefully.

Wee Yuen Chin

Treasurer

Underwritten by Willamette Dental of Washington, Inc.
6950 NE Campus Way
Hillsboro, OR 97124-5611

TABLE OF CONTENTS

Section 1 Definitions	1
Section 2 Eligibility and Enrollment	3
2.1 Eligible Enrollees.....	3
2.2 Initial Enrollment.....	3
2.3 Annual Open Enrollment Period.....	3
2.4 Special Enrollment Periods.....	3
Section 3 Premiums	5
3.1 Premium.....	5
3.2 Premium and Coverage Modifications.....	5
3.3 Return of Advance Payment of Premium.....	5
Section 4 Dental Benefits	6
4.1 Agreement to Provide Covered Services.....	6
4.2 Referral to a Specialist.....	6
4.3 Dental Emergency.....	6
4.4 Dual Coverage.....	6
4.5 Rights Not Transferable.....	7
4.6 Coordination of Benefits.....	7
Section 5 Termination	8
5.1 Termination.....	8
5.2 Conversion Rights.....	8
5.3 Cessation of Benefits.....	8
Section 6 General Provisions	10
6.1 Subrogation.....	10
6.2 Complaint, Grievance, and Appeal Procedures.....	10
6.3 Headings.....	11
6.4 Waiver and Severability.....	11
6.5 Force Majeure.....	11
6.6 State Law and Forum.....	12
6.7 Notice of Suit and Indemnification.....	12
6.8 Notices.....	12
6.9 Statements.....	12
Appendix A: Schedule of Covered Services and Cost Sharing	13
Appendix B: Orthodontic Treatment Coverage	19
Appendix C: Exclusions and Limitations	20

Section 1 Definitions

The following terms, where used and capitalized in this Policy, are defined as follows:

- 1.1 Benefit Waiting Period** means the continuous length of time an Enrollee must be covered by the TrueCare Washington plan to be eligible for benefits for specified Covered Services. The Benefit Waiting Period is waived for an Enrollee who has been covered by a dental plan issued by the Company for at least 12 consecutive months immediately prior to the Enrollee's effective date of coverage under this Policy with no lapse in coverage.
- 1.2 Child** means a natural child; stepchild; adopted child; child placed with the individual; and child by virtue of a court-appointed guardianship. "Placed" means the assumption by the individual of a legal obligation for total or partial support of the child in anticipation of adoption of the child.
- 1.3 Company** means Willamette Dental of Washington, Inc.
- 1.4 Copayment** means the fixed dollar amount the Enrollee must pay for each visit or Covered Service provided under this Policy. All Copayments are due at the time of visit or service.
- 1.5 Covered Service** means a dental service listed as covered in this Policy for which benefits are provided to Enrollees.
- 1.6 Dental Emergency** means a dental condition manifesting itself by acute symptoms of sufficient severity, including severe pain or infection such that a prudent layperson, who possesses an average knowledge of health and dentistry, could reasonably expect the absence of immediate dental attention to result in: (i) Placing the health of the individual, or with respect to a pregnant woman the health of the woman or her unborn child, in serious jeopardy; (ii) Serious impairment to bodily functions; or (iii) Serious dysfunction of any bodily organ or part.
- 1.7 Dentist** means a person licensed to practice dentistry in the state where treatment is provided.
- 1.8 Denturist** means a person licensed to practice of denturism in the state where treatment is provided. Benefits for Covered Services provided by a Denturist will be provided if (i) the service is within the lawful scope of the license, and (ii) this Policy would have provided benefits if the Covered Service had been performed by a Dentist.
- 1.9 Dependent** means a spouse, domestic partner, or Child, who satisfies the eligibility requirements and is enrolled for coverage. For the purposes of this Policy, all terms and benefits available to a spouse apply equally to domestic partners.
- 1.10 Enrollee** means a Subscriber or a Dependent.
- 1.11 Experimental or Investigational** means a service that is determined to be experimental or investigational. In determining whether services are Experimental or Investigational, the Company will consider the following:
- Whether the services are in general use in the dental community in the state of Washington;
 - Whether the services are under continued scientific testing and research;
 - Whether the services show a demonstrable benefit for a particular illness, disease, or condition; and
 - Whether the services are proven safe and effective.
- 1.12 General Office Visit Copayment** means the Copayment the Enrollee must pay for each office visit for emergency, general, or orthodontic treatment.
- 1.13 Non-Participating Provider** means any Dentist or Denturist who is not a Participating Provider.

- 1.14 Participating Provider** means Willamette Dental Group, P.C., and the Dentists and Denturists who are employees of Willamette Dental Group, P.C. The Participating Provider contracts with the Company to provide Covered Services to Enrollees. The Participating Provider agrees to charge Enrollees only the Copayments specified in this Policy for Covered Services.
- 1.15 Policy** means this agreement between the Company and the Subscriber, under which the Company agrees to provide Covered Services to eligible Enrollees in exchange for payment of Premiums and Copayments. This Policy includes any appendices, amendments, or endorsements issued.
- 1.16 Premium** means the monthly dollar amount payable to the Company for each Enrollee in exchange for the coverage of each Enrollee under this Policy.
- 1.17 Reasonable Cash Value** means the Participating Provider's usual and customary fee-for-service price of a dental service.
- 1.18 Service Copayment** means the Copayment the Enrollee must pay for each Covered Service. Service Copayments are in addition to the General Office Visit Copayment or the Specialist Office Visit Copayment.
- 1.19 Specialist** means a Dentist professionally qualified as an endodontist, oral surgeon, orthodontist, pediatric dentist, periodontist, or prosthodontist.
- 1.20 Specialist Office Visit Copayment** means the Copayment the Enrollee must pay for each office visit for specialty treatment including endodontic services; oral surgery; periodontic services; or prosthodontic services.
- 1.21 Subscriber** means the individual to whom this Policy is issued, who is eligible and enrolled for coverage under this Policy.

Section 2 Eligibility and Enrollment

- 2.1 Eligible Enrollees.** The Company may require proof of eligibility periodically. The prospective Enrollee cannot be covered as an enrollee, member, or dependent under any other insurance policy or contract issued or offered by the Company or its affiliates.
- 2.1.1 Subscriber.** An individual must be at least age 18 and reside in the state of Washington within the Company's service area to be eligible to enroll as a Subscriber under this Policy.
- 2.1.2 Spouse or Domestic Partner.** The following family members are eligible to enroll for coverage as Dependents:
- The legal spouse of the Subscriber;
 - The state-registered domestic partner of the Subscriber, as defined under Revised Code of Washington (RCW) 26.60.020 or RCW 26.60.090, as amended; or
 - The non-registered domestic partner of the Subscriber if: (i) the Subscriber and the domestic partner share a common residence; (ii) the Subscriber and the domestic partner are both at least age 18; (iii) neither the Subscriber nor the domestic partner are married or in a domestic partnership with another person; and (iv) the Subscriber and the domestic partner are not nearer of kin than second cousin.
- 2.1.3 Children.** The Subscriber's, spouse's, or domestic partner's Child under age 26 is eligible to enroll as a Dependent.
- 2.1.4 Disabled Children.** The Subscriber's, spouse's, or domestic partner's Child is eligible to enroll as a Dependent beyond the limiting age if all of the following conditions are met:
- The Child is and continues to be incapable of self-sustaining employment by reason of a developmental disability or physical handicap;
 - The Child is and continues to be chiefly dependent upon the Subscriber for support and maintenance; and
 - The Subscriber provides proof to the Company within 31 days after the Child's attainment of the limiting age. The Company may request proof annually.
- 2.2 Initial Enrollment.** To enroll, a completed application and full payment of the Premium must be submitted to the Company. If the completed application and payment are received between the first and 25th day of the month, coverage will be effective on the first day of the following month. If the completed application and payment are received between the 26th and last day of the month, coverage will be effective on the first day of the second following month. Eligible family members who are not enrolled at initial enrollment may be enrolled during the annual open enrollment period or a special enrollment period.
- 2.3 Annual Open Enrollment Period.** The Subscriber may enroll additional eligible family members during the annual open enrollment period by submitting a written request and the applicable Premium payment. The annual open enrollment period is the 31-day period prior to the Subscriber's renewal date of this Policy. If the written request and Premium payment are received between the first of the month and the 25th of the month, coverage will be effective on the Subscriber's renewal date. If the written request and Premium payment are received between the 26th of the month and the last day of the month, coverage will be effective on the first day of the second month following the Subscriber's renewal date.
- 2.4 Special Enrollment Periods.** Enrollment is permitted during the special enrollment period following the triggering events described below. For Enrollees who enroll during a special enrollment period, the Premium rate will be determined by the Enrollee's age on their effective date of coverage.
- 2.4.1 Birth or Adoption.** Enrollment is permitted following the birth or placement of an eligible Child. To ensure efficient administration of Covered Services, complete enrollment information for

newborn Children and Children placed with the Subscriber should be provided to the Company within 60 days of the date of birth or date of placement. When additional Premium is required for the enrollment of newborn Children and adopted Children, the additional Premium must be paid within 60 days after the date of birth or date of placement. Coverage is effective on the date of birth or date of placement. For enrolled newborn Children, coverage shall include, but is not limited to, benefits for Covered Services provided for treatment of congenital anomalies from the date of birth.

2.4.2 Child's Third Birthday. A Subscriber may enroll a Child upon the Child's third birthday if the Subscriber submits a written request to add the Child and any additional Premium within 30 days after the Child's third birthday. For enrollment completed between the first and the 25th of the month, coverage is effective on the first day of the following month and for enrollment completed between the 26th and end of the month, coverage is effective on the first day of the second following month.

2.4.3 Newly Eligible Family Members. Newly eligible family members acquired by marriage, registration of a domestic partnership, or court appointment as a custodian or legal guardian may enroll by submitting a written request and applicable Premium within 30 days after the date of the triggering event. If the written request and Premium payment are received between the first of the month and the 25th of the month, coverage will be effective on the first day of the month following the Company's receipt of the written request and Premium payment. If the written request and Premium payment are received between the 26th of the month and the last day of the month, coverage will be effective on the first day of the second month following the Company's receipt of the written request and Premium payment.

2.4.4 Loss of Coverage. Eligible family members who lose dental coverage may enroll outside of the open enrollment period. Reasons for the loss of coverage include exhaustion of COBRA continuation coverage, loss of eligibility (including as a result of legal separation, divorce, dissolution of domestic partnership, death, termination of employment, or reductions in the number of hours of employment), termination of premium assistance under CHIP or Medicaid, or reduction in employer contribution toward dental coverage. If the Subscriber desires to enroll eligible family members following loss of other coverage, the Subscriber must submit written request within 30 days after the loss of coverage, or within 60 days when the loss of coverage was CHIP or Medicaid. If the written request and Premium payment are received between the first of the month and the 25th of the month, coverage will be effective on the first day of the month following the Company's receipt of the written request and Premium payment. If the written request and Premium payment are received between the 26th of the month and the last day of the month, coverage will be effective on the first day of the second month following the Company's receipt of the written request and Premium payment.

Section 3 Premiums

3.1 Premium.

3.1.1 Premium Payments. The full amount due for each month must be submitted in a single lump sum to the Company. Payment of Premium is due on the first day of each month of coverage.

3.1.2 Grace Period. Premium is considered delinquent if not paid in full by the first day of each coverage period. A 20-day grace period will be granted for payment of Premium, unless, at least 30 days prior to the Premium due date, the Company has mailed to the Subscriber written notice of its intention not to renew this Policy beyond the period for which the Premium has been accepted. Grace periods are granted only for Enrollees who are current on the prior coverage period's payment of Premium. Consecutive or rolling grace periods are not allowed.

3.1.3 Nonpayment. No person is entitled to Covered Services for any period during which Premium is unpaid. If an Enrollee receives Covered Services after termination or during any period for which Premium remains unpaid, the Company is entitled to recover the Reasonable Cash Value of the services provided during that period.

3.1.4 Age-Banded Premium Rates. The Premium rate will be determined based on each Enrollee's age on the Enrollee's effective date of coverage. The Premium rate is adjusted annually on the Subscriber's renewal date based on the rates as filed with the Washington Office of the Insurance Commissioner and the Enrollee's age on the Subscriber's renewal date.

3.2 Premium and Coverage Modifications. Modification of this Policy becomes binding when it is in writing and signed by an officer of the Company. No producer has authority to change this Policy or to waive any of its terms or conditions.

- The Company may modify the Premium rates and provisions of this Policy effective on the Subscriber's renewal date of this Policy with 30 days' prior written notice to the Subscriber.
- The Company may modify the Premium rates and provisions of this Policy by endorsement or amendment to the Policy, if at any time a legislative or regulatory change affects the terms of this Policy, or if any part of this Policy is found not to be in compliance with any applicable state or federal law, rule or regulation.

Payment of Premium is deemed acceptance of the modified Premium rates and modified Policy. Rejection of any modification shall terminate coverage as of the day prior to the effective date of the modification under this provision.

3.3 Return of Advance Payment of Premium. The Company will refund to the Subscriber, any Premium paid in advance for coverage after an Enrollee's termination date. The Participating Provider is entitled to payment of the Reasonable Cash Value of the Covered Services provided if an Enrollee receives benefits after the date of termination or for any period for which Premium remains unpaid.

Section 4 Dental Benefits

4.1 Agreement to Provide Covered Services. The Company agrees to provide benefits for prescribed Covered Services if the Covered Service satisfies all of the following conditions:

- Listed as covered in this Policy;
- Dentally necessary;
- Within accepted standard of care;
- Consistent with a diagnosis of dental disease or condition;
- Reasonable in amount and duration of care, treatment, or service;
- Is the least costly treatment alternative;
- Not otherwise excluded or limited as described in this Policy;
- Provided by the Participating Provider or under referral by a Participating Provider, with the exception of Dental Emergency treatment while out of area as described in Section 4.3.2; and
- Provided to an Enrollee, who is eligible and enrolled on the date the Covered Service was provided.

The Participating Provider agrees it will accept the amount established by the Company and the Enrollee's payment of Copayments as full payment for the Covered Services provided. All benefits are expressly subject to the Copayments, limitations, and exclusions of this Policy. Enrollees may freely contract at any time to obtain health care services outside of this Policy or for services not covered under this Policy on any terms or conditions acceptable to the health care provider and Enrollee.

4.2 Referrals. The Participating Provider may refer Enrollees to a Specialist or Non-Participating Provider for Covered Services. Covered Services provided by a Specialist or Non-Participating Provider are covered only if:

- The Participating Provider refers the Enrollee;
- The Covered Services are specifically authorized by the Participating Provider's written referral;
- This Policy lists the referred Covered Services as covered; and
- The Covered Services are not otherwise limited or excluded.

4.3 Dental Emergency.

4.3.1 Participating Providers will provide treatment for Dental Emergencies during office hours. The Company will provide benefits for Covered Services provided by Participating Providers for treatment of a Dental Emergency. If the Participating Provider's offices are closed, the Enrollee may access after-hours telephonic clinical assistance by calling the Appointment Center at 1.855.4DENTAL (1-855-433-6825). There is no cost for accessing after-hours telephonic clinical assistance.

4.3.2 The Enrollee may seek treatment for a Dental Emergency from a Non-Participating Provider if the Enrollee is 50-miles or more from any Participating Provider's office. The Company will reimburse the Enrollee up to \$100 per visit toward Covered Services provided for treatment of a Dental Emergency, minus applicable Copayments. The Enrollee is financially responsible for any charges for Covered Services provided for treatment of a Dental Emergency in excess of \$100 and for any services not covered under this Policy. The Enrollee must submit to the Company a written request for reimbursement within 6 months of the date of service. The written request should include the Enrollee's signature, the attending Non-Participating Provider's signature, and the attending Non-Participating Provider's itemized statement. The Company may request additional information, including X-rays, to process the request. The reimbursement benefit for out of area Dental Emergency treatment is contingent upon receipt of complete information.

4.4 Dual Coverage. An Enrollee may not be simultaneously covered as an Enrollee under this Policy and as an enrollee under any other insurance policy or contract issued or offered by the Company or its affiliates.

4.5 Rights Not Transferable. The Covered Services are offered personally to the Enrollee and are not transferable.

4.6 Coordination of Benefits. This Policy does not coordinate benefits.

Section 5 Termination

5.1 Termination.

5.1.1 Termination by Subscriber.

- If upon examination the Subscriber is not satisfied for any reason, the Subscriber may terminate this Policy as of the effective date of this Policy, if the Subscriber returns this Policy within 10 days of its delivery.
- Enrollees may terminate coverage by providing notice to the Company during the annual open enrollment period. The termination is effective on the last day of the month preceding the Subscriber's renewal date.
- An Enrollee may terminate this Policy by providing 30 days' prior written notice to the Company. Coverage terminates effective on the last day of the month following receipt of 30 days' prior written notice. Monthly Premiums will not be prorated by the Company.

5.1.2 Termination for Nonpayment of Premiums. If the total Premium due remains unpaid after exhaustion of the grace period, this Policy shall terminate on the last day of the month for which Premium has been paid.

5.1.3 Termination by the Company. Upon request, the Company will provide the Enrollee with a written explanation of the termination of coverage.

- If the Enrollee no longer satisfies the requirements for eligibility, coverage shall terminate effective on the last day of the month following the date the Enrollee ceases to satisfy the eligibility requirements.
- If an Enrollee commits fraud, misrepresentation, or knowingly provides the Company with false material information related to this Policy, the Company may terminate this Policy effective as of the date specified on the written notice to the Subscriber, as permitted by law. The ineligible person is responsible for payment of the Reasonable Cash Value of the services provided during the period of ineligibility.
- The Company may terminate coverage if the Company provides the Enrollee with prior written notice at least 30 days' prior to any Premium due date.
- The Company may terminate coverage with prior written notice to the Subscriber if the Company discontinues offering the TrueCare Washington policy, as permitted by law.
- Coverage will terminate effective on the Enrollee's date of death.
- The Company may terminate coverage on the last day of the month following at least 30 days' prior written notice of the Participating Provider's good cause for termination. Good cause includes, but is not limited to, a documented inability to establish or maintain an appropriate provider-patient relationship with the Participating Provider, threats or abuse towards a Participating Provider, office staff, or other patients, or non-payment of Copayments.

5.2 Conversion Rights. Dependents who lose coverage due to attainment of the limiting age, death of the Subscriber, divorce or legal separation, or dissolution of domestic partnership may elect to continue coverage under his or her own TrueCare Washington policy, if otherwise eligible. It is the Enrollee's responsibility to notify the Company of the intent to continue under his or her own TrueCare Washington policy so that a new policy may be issued. Dependents' coverage under this Policy will be credited towards the Benefit Waiting Period under any new TrueCare Washington policy issued if coverage is continued without a lapse of coverage following the events described above.

5.3 Cessation of Benefits. Except as described below, if coverage under this Policy terminates prior to the conclusion of the dental treatment, payment for any remaining treatment is the Enrollee's responsibility. No person shall have or acquire a vested right to receive benefits after termination of this Policy. Termination of this Policy ends all obligations of the Company to provide benefits, even if the Enrollee was receiving or planned for treatment while this Policy was in force or needs treatment for any existing condition.

5.4 Reinstatement and Re-enrollment.

5.4.1 Reinstatement. If Premium is not paid within the grace period, a subsequent acceptance of Premium payment by the Company, without requiring in connection therewith an application, shall reinstate this Policy. However, if the Company requires an application for reinstatement, this Policy will be reinstated upon the Company's approval of such application. Any Premium payments accepted in connection with a reinstatement shall be applied to any coverage period for which Premium is past due.

5.4.2 Re-enrollment. If an Enrollee voluntarily terminates coverage or if coverage terminates because of nonpayment of Premium, the terminated Enrollee must wait 12 consecutive calendar months before becoming eligible to re-enroll or apply for coverage under TrueCare Washington or other individual plan through the Company. Re-enrollment is not available if coverage is terminated for good cause.

5.5 Extension of Benefits. The following services, which require multiple appointments, will be provided as a Covered Service for the limited time period specified after termination of coverage if the treatment meets the requirements stated, unless coverage was terminated for good cause or failure to make timely payment of Premium.

5.5.1 Crowns or Bridges. Adjustments for crowns or bridges are covered for up to 6 months after placement, if the final impressions are taken prior to the coverage termination date and the crown or bridge is placed no later than 60 days after coverage terminates.

5.5.2 Removable Prosthetic Devices. Adjustments for removable prosthetic devices are covered for up to 6 months after placement, if final impressions are taken prior to the coverage termination date and the prosthetic is placed no later than 60 days of the coverage termination date. Laboratory relines are not covered after coverage terminates.

5.5.3 Immediate Dentures. The delivery of immediate dentures is covered, if final impressions are taken prior to the coverage termination date and the immediate dentures are delivered no later than 60 days after coverage terminates. If coverage terminates prior to the extraction of teeth, the extractions are not covered.

5.5.4 Root Canal Therapy. The completion of root canal therapy is covered if the root canal is started prior to the coverage termination date and treatment is completed no later than 60 days after coverage terminates. Pulpal debridement is not a root canal start. If the root canal requires retreatment after 60 days from the coverage termination date, retreatment is not covered. Restorative work following root canal therapy is a separate procedure and is not covered after the coverage termination date.

5.5.5 Extractions. Post-operative checks are covered for 60 days from the date of the extraction for extractions performed prior to the coverage termination date. If teeth are extracted in preparation for a prosthetic device and coverage terminates prior to the final impressions, the prosthetic device is not covered. Extractions are a separate procedure from prosthetic procedures.

Section 6 General Provisions

6.1 Subrogation. Covered Services for the diagnosis or treatment of an injury or disease, which is allegedly the liability of a third party, are provided by the Company and the Participating Provider solely to assist the Enrollee. By incurring the Reasonable Cash Value of the Covered Services, the Company and the Participating Provider are not acting as volunteers and are not waiving any right to reimbursement or subrogation.

6.1.1. If the Company and Participating Provider provide Covered Services for the treatment of an injury or disease, which is allegedly the liability of a third party, they shall:

- Be subrogated to the rights of the Enrollee to recover the Reasonable Cash Value of the services provided; and
- Have security interests in any damage recoveries to the extent of all payments made or the Reasonable Cash Value of the services provided, subject to the limitations specified below.

6.1.2 As a condition of receiving Covered Services, the Enrollee shall:

- Provide the Company and Participating Provider with the name and address of the parties liable, all facts known concerning the injury, and other information as reasonably requested;
- Hold in trust any damage recoveries until the final determination or settlement is made and execute a trust agreement guaranteeing the Company's and Participating Provider's subrogation rights; and
- Take all necessary actions to seek and obtain recovery to reimburse the Company and Participating Provider for the Reasonable Cash Value of the services provided.

6.1.3 The Enrollee is entitled to full compensation for their loss. The Company and Participating Provider are entitled to the proceeds of any settlement or judgment that results in a recovery from a third party after the Enrollee has been fully compensated for their loss, up to the Reasonable Cash Value of the services provided.

6.1.4 This Policy does not provide benefits for services payable under any motor vehicle medical, motor vehicle no-fault, underinsured or uninsured motorist, personal injury protection, homeowner's, commercial premises coverage, workers' compensation, or other similar contract or insurance.

6.2 Complaint, Grievance, and Appeal Procedures.

6.2.1 Complaints.

- Enrollees are encouraged to discuss matters regarding service, care, or treatment with the Participating Provider's staff. Most matters can be resolved with the Participating Provider's staff.
- If the Enrollee requests a specific service, the Participating Provider will use his or her judgment to determine if the service is Dentally Necessary. The Participating Provider will recommend the most dentally appropriate course of treatment.
- Enrollees may also contact the Company's Member Services Department with questions or complaints.

Willamette Dental of Washington, Inc.
Attn: Member Services Department
6950 NE Campus Way
Hillsboro, Oregon 97124-5611
1-855-4DENTAL (1-855-433-6825)

- If the Enrollee remains unsatisfied with a decision regarding the payment, coverage, or provision of a Covered Service after discussion with the Participating Provider or the Member Services Department, appeal procedures are available.

6.2.2 Grievances.

- A grievance is an Enrollee's written complaint expressing dissatisfaction with a matter pertaining to the Policy. The Enrollee should outline his/her concerns and specific request in writing. The Enrollee may submit comments, documents, and other relevant information. Grievances must be submitted to the Member Services Department within 180 days after the event.
- The Company will review the grievance and all information submitted. The Company will provide a written reply within 30 days after receipt. If additional time is needed, the Company will provide written notification of the reason for the delay and the extension of time allowed, per applicable state and federal laws. If the grievance involves a preauthorization, the Company will provide a written reply within 15 days after the receipt of a written grievance. If the grievance involves services deemed experimental or investigational, the Company will provide a written reply within 20 working days after the receipt of a written grievance. If the grievance involves services not yet rendered for an alleged Dental Emergency, the Company will provide a reply within 72 hours of the receipt of a written grievance.
- If the grievance is denied, the written reply will include information about the basis for the decision, how to appeal, and other disclosures as required under state and federal laws.

6.2.3 Appeals.

- An appeal is a request for reconsideration of a denied Covered Service or adverse benefit determination, including a decision regarding eligibility for coverage under this Policy. An appeal must be submitted, in writing, to the Member Services Department within 180 days after the date on the written reply to the grievance. The Enrollee should indicate the reason for the appeal and may include written comments, documents, records, or any relevant information.
- The Company will review the appeal and all information submitted. The Company will provide a written reply within 60 days after the receipt of a written request for an appeal. If the appeal involves a preauthorization, the Company will provide a written reply within 30 days after the receipt of a written request for an appeal. If the appeal involves services deemed Experimental or Investigational, the Company will provide a written reply within 20 working days after the receipt of a written request for an appeal. If the appeal involves services not yet rendered for an alleged Dental Emergency, the Company will provide a reply within 72 hours of the receipt of a written request for an appeal.
- If the appeal is denied, the written reply will include the basis for the decision and other disclosures as required under state and federal laws.

6.2.4 Authorized Representative. Enrollees may authorize another person to represent the Enrollee and to whom the Company can communicate regarding a specific grievance or appeal. The authorization must be in writing and signed by the Enrollees. The appeal process for an appeal submitted by a representative of the Enrollee will not commence until this authorization is received. If the written authorization is not received by the Company, the grievance or appeal will be closed.

6.3 Headings. The headings of the sections are used solely for reference purposes and will not affect the interpretation of this Policy.

6.4 Waiver and Severability. If the Company does not enforce a provision of this Policy, it will not constitute a waiver of that or any other provision at any time in the future. If any provision of this Policy is deemed unenforceable or illegal by a court of competent jurisdiction, that provision is fully severable and the remaining provisions of this Policy shall continue in full force and effect.

6.5 Force Majeure. If due to circumstances not within the Company's reasonable control including, but not limited to, major disaster, labor dispute, complete or partial destruction of facilities, disability of a material number of the Participating Providers, or similar causes, the provision of Covered Services

available under this Policy is delayed or rendered impractical, the Company shall not have any liability or obligation on account of such delay or failure to provide Covered Services, except to refund the amount of the unearned advanced Premium held by the Company on the date such event occurs. The Company is required to make a good-faith effort to provide Covered Services, taking into account the impact of the event.

- 6.6 State Law and Forum.** This Policy is entered into and delivered in the state of Washington. Washington law will govern the interpretation of provisions of this Policy unless federal law supersedes.
- 6.7 Notice of Suit and Indemnification.** The Subscriber and the Company shall promptly give each other written notice of any lawsuit or other legal proceedings arising under this Policy. The Subscriber and the Company are each liable for their own negligent, intentional, or wrongful acts or omissions, and those of any person authorized to act on their behalf, arising from or connected with the administration of this Policy. The Subscriber and the Company will indemnify and hold each other harmless from all contractual or extra-contractual claims, demands, losses, costs and expenses, including interest, penalties and attorney's fee, which each may incur or suffer as a result of any such negligent, intentional, or wrongful acts by the other.
- 6.8 Notices.** Notices required by this Policy must be in writing and sent by first-class United States Mail, overnight delivery service, personal delivery, or electronic mail. Notices are deemed given when deposited in the United States mail, delivered in person, or sent via email. Notices will be addressed to the Subscriber at his/her last address appearing in the records of the Company, or addressed to the Company at: 6950 NE Campus Way, Hillsboro, OR 97124-5611.
- 6.9 Statements.** All statements made by an Enrollee, in the absence of fraud, are deemed representations and not warranties. No such statement shall void or reduce benefits under this Policy or be used in defense of a legal action unless it is contained in a written application.

Appendix A: Schedule of Covered Services and Cost Sharing

Office Visit Copayments

General Office Visit Copayment.....	\$25 per visit
Specialist Office Visit Copayment	\$35 per visit

Code and Procedure	Enrollee Pays
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DIAGNOSTIC SERVICES

D0120 Periodic oral evaluation - established patient	\$0
D0140 Limited oral evaluation - problem focused	\$0
D0145 Oral evaluation for a patient under 3 years of age and counseling with primary caregiver	\$0
D0150 Comprehensive oral evaluation - new or established patient	\$0
D0160 Detailed and extensive oral evaluation - problem focused, by report	\$0
D0170 Re-evaluation - limited, problem focused (established patient; not post-operative visit)	\$0
D0180 Comprehensive periodontal evaluation - new or established patient	\$0
D0191 Assessment of a patient	\$0
D0210 Intraoral - complete series of radiographic images	\$0
D0220 Intraoral - periapical 1st radiographic image	\$0
D0230 Intraoral - periapical each additional radiographic image	\$0
D0240 Intraoral - occlusal radiographic image	\$0
D0250 Extraoral - 2D projection radiographic image	\$0
D0270 Bitewings - 1 radiographic image	\$0
D0272 Bitewings - 2 radiographic images	\$0
D0273 Bitewings - 3 radiographic images	\$0
D0274 Bitewings - 4 radiographic images	\$0
D0277 Vertical bitewings - 7 to 8 radiographic images	\$0
D0330 Panoramic radiographic image	\$0
D0340 2D cephalometric radiographic image	\$0
D0350 2D oral/facial photographic images obtained intraorally or extraorally	\$0
D0425 Caries susceptibility tests	\$0
D0460 Pulp vitality tests	\$0
D0470 Diagnostic casts	\$0

PREVENTIVE SERVICES

D1110 Prophylaxis - adult	\$0
D1120 Prophylaxis - child	\$0
D1206 Topical application of fluoride varnish	\$15
D1310 Nutritional counseling for control of dental disease	\$0
D1320 Tobacco counseling for the control and prevention of oral disease	\$0
D1330 Oral hygiene instructions	\$0
D1351 Sealant - per tooth	\$15
D1510 Space maintainer - fixed – unilateral – per quadrant	\$0
D1516 Space maintainer – fixed – bilateral, maxillary	\$0
D1517 Space maintainer – fixed – bilateral, mandibular	\$0
D1520 Space maintainer - removable – unilateral – per quadrant	\$0
D1526 Space maintainer - removable – bilateral, maxillary	\$0
D1527 Space maintainer - removable – bilateral, mandibular	\$0
D1551 Re-cement or re-bond bilateral space maintainer - maxillary	\$0
D1552 Re-cement or re-bond bilateral space maintainer - mandibular	\$0
D1553 Re-cement or re-bond unilateral space maintainer – per quadrant	\$0
D1556 Removal of fixed unilateral space maintainer – per quadrant	\$0
D1557 Removal of fixed bilateral space maintainer – maxillary	\$0
D1558 Removal of fixed bilateral space maintainer – mandibular	\$0

RESTORATIVE SERVICES

D2140 Amalgam - 1 surface, primary or permanent	\$45
D2150 Amalgam - 2 surfaces, primary or permanent	\$45
D2160 Amalgam - 3 surfaces, primary or permanent	\$45
D2161 Amalgam - 4 or more surfaces, primary or permanent	\$45
D2330 Resin-based composite - 1 surface, anterior	\$70
D2331 Resin-based composite - 2 surfaces, anterior	\$70
D2332 Resin-based composite - 3 surfaces, anterior	\$70
D2335 Resin-based composite - 4 or more surfaces or involving incisal angle (anterior)	\$70
D2390 Resin-based composite crown, anterior	\$70
D2391 Resin-based composite - 1 surface, posterior	\$80
D2392 Resin-based composite - 2 surfaces, posterior	\$80
D2393 Resin-based composite - 3 surfaces, posterior	\$80
D2394 Resin-based composite - 4 or more surfaces, posterior	\$80
D2510 Inlay - metallic - 1 surface	\$325 *
D2520 Inlay - metallic - 2 surfaces	\$400 *
D2530 Inlay - metallic - 3 or more surfaces	\$500 *
D2542 Onlay - metallic - 2 surfaces	\$450 *
D2543 Onlay - metallic - 3 surfaces	\$500 *
D2544 Onlay - metallic - 4 or more surfaces	\$500 *
D2610 Inlay - porcelain/ceramic - 1 surface	\$335 *
D2620 Inlay - porcelain/ceramic - 2 surfaces	\$445 *
D2630 Inlay - porcelain/ceramic - 3 or more surfaces	\$500 *
D2642 Onlay - porcelain/ceramic - 2 surfaces	\$500 *
D2643 Onlay - porcelain/ceramic - 3 surfaces	\$500 *
D2644 Onlay - porcelain/ceramic - 4 or more surfaces	\$500 *
D2710 Crown - resin-based composite (indirect)	\$410 *
D2740 Crown - porcelain/ceramic	\$500 *
D2750 Crown - porcelain fused to high noble metal	\$500 *
D2752 Crown - porcelain fused to noble metal	\$500 *
D2780 Crown - ¾ high noble metal	\$500 *
D2790 Crown - full cast high noble metal	\$500 *
D2799 Provisional crown - further treatment or completion of diagnosis necessary prior to final impression	\$0
D2910 Re-cement or re-bond inlay, onlay, or partial coverage restoration	\$0
D2915 Re-cement or re-bond cast or prefabricated post and core	\$0
D2920 Re-cement or re-bond crown	\$0
D2930 Prefabricated stainless steel crown - primary tooth	\$90
D2931 Prefabricated stainless steel crown - permanent tooth	\$90
D2932 Prefabricated resin crown	\$90
D2933 Prefabricated stainless steel crown with resin window	\$90
D2940 Protective restoration	\$40
D2950 Core buildup, including any pins when required	\$70
D2951 Pin retention - per tooth, in addition to restoration	\$0
D2952 Post and core in addition to crown, indirectly fabricated	\$0
D2954 Prefabricated post and core in addition to crown	\$0
D2955 Post removal	\$0
D2957 Each additional prefabricated post - same tooth	\$0
D2975 Coping	\$0
D2980 Crown repair necessitated by restorative material failure	\$0
D2981 Inlay repair necessitated by restorative material failure	\$0
D2982 Onlay repair necessitated by restorative material failure	\$0

*Coverage subject to a 12-month Benefit Waiting Period.

ENDODONTIC SERVICES

D3110 Pulp cap - direct (excluding final restoration)	\$45
D3120 Pulp cap - indirect (excluding final restoration)	\$65
D3220 Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament	\$70
D3221 Pulpal debridement, primary and permanent teeth	\$70
D3222 Partial pulpotomy for apexogenesis - permanent tooth with incomplete root development	\$70
D3230 Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration)	\$70
D3240 Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration)	\$70
D3310 Endodontic therapy, anterior tooth (excluding final restoration)	\$225
D3320 Endodontic therapy, premolar tooth (excluding final restoration)	\$325
D3330 Endodontic therapy, molar (excluding final restoration)	\$425
D3331 Treatment of root canal obstruction; non-surgical access	\$0
D3332 Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth	\$0
D3333 Internal root repair of perforation defects	\$0
D3346 Retreatment of previous root canal therapy - anterior	\$225
D3347 Retreatment of previous root canal therapy - premolar	\$325
D3348 Retreatment of previous root canal therapy - molar	\$425
D3351 Apexification/recalcification - initial visit (apical closure/calcific repair of perforations, root resorption etc.)	\$210
D3352 Apexification/recalcification - interim medication replacement	\$0
D3353 Apexification/recalcification - final visit (includes completed root canal therapy - apical closure/calcific repair of perforations, root resorption, etc.)	\$0
D3410 Apicoectomy - anterior	\$225
D3421 Apicoectomy - premolar (first root)	\$325
D3425 Apicoectomy - molar (first root)	\$425
D3426 Apicoectomy - each additional root	\$0
D3430 Retrograde filling - per root	\$0
D3920 Hemisection (including any root removal), not including root canal therapy	\$425
D3950 Canal preparation and fitting of preformed dowel or post	\$0

PERIODONTIC SERVICES

D4210 Gingivectomy or gingivoplasty - 4 or more contiguous teeth or tooth bounded spaces per quadrant	\$325
D4211 Gingivectomy or gingivoplasty - 1 to 3 contiguous teeth or tooth bounded spaces per quadrant	\$100
D4240 Gingival flap procedure, including root planing - 4 or more contiguous teeth or tooth bounded spaces per quadrant	\$325
D4241 Gingival flap procedure, including root planing - 1 to 3 contiguous teeth or tooth bounded spaces per quadrant	\$325
D4245 Apically positioned flap	\$325
D4249 Clinical crown lengthening - hard tissue	\$325
D4260 Osseous surgery (including elevation of a full thickness flap and closure) - 4 or more contiguous teeth or tooth bounded spaces per quadrant	\$325
D4261 Osseous surgery (including elevation of a full thickness flap and closure) - 1 to 3 contiguous teeth or tooth bounded spaces per quadrant	\$325
D4263 Bone replacement graft - retained natural tooth -first site in quadrant	\$0
D4264 Bone replacement graft - retained natural tooth -each additional site in quadrant	\$0
D4268 Surgical revision procedure, per tooth	\$325
D4270 Pedicle soft tissue graft procedure	\$325
D4273 Autogenous connective tissue graft procedure (including donor and recipient surgical sites) first tooth or edentulous tooth position in graft	\$325

D4274 Mesial/distal wedge procedure, single tooth (when not performed in conjunction with surgical procedures in the same anatomical area)	\$325
D4277 Free soft tissue graft procedure (including recipient and donor surgical sites), first tooth or edentulous tooth position in graft	\$325
D4278 Free soft tissue graft procedure (including recipient and donor surgical sites), each additional contiguous tooth or edentulous tooth position in same graft site	\$325
D4341 Periodontic scaling and root planing - 4 or more teeth per quadrant	\$100
D4342 Periodontic scaling and root planing - 1 to 3 teeth per quadrant	\$100
D4346 Scaling in presence of generalized moderate or severe gingival inflammation – full mouth, after oral evaluation	\$0
D4355 Full mouth debridement to enable a comprehensive oral evaluation and diagnosis on a subsequent visit	\$0
D4381 Localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth	\$0
D4910 Periodontic maintenance	\$0

PROSTHODONTICS - REMOVABLE

D5110 Complete denture - maxillary	\$600 *
D5120 Complete denture - mandibular	\$600 *
D5130 Immediate denture - maxillary	\$600 *
D5140 Immediate denture - mandibular	\$600 *
D5211 Maxillary partial denture - resin base (including any retentive/clasping materials, rests, and teeth)	\$600 *
D5212 Mandibular partial denture - resin base (including any retentive/clasping materials, rests, and teeth)	\$600 *
D5213 Maxillary partial denture - cast metal framework with resin denture bases (including any retentive/clasping materials, rests and teeth)	\$600 *
D5214 Mandibular partial denture - cast metal framework with resin denture bases (including any retentive/clasping materials, rests and teeth)	\$600 *
D5225 Maxillary partial denture - flexible base (including any clasps, rests and teeth)	\$600 *
D5226 Mandibular partial denture - flexible base (including any clasps, rests and teeth)	\$600 *
D5282 Removable unilateral partial denture - 1 piece cast metal (including clasps and teeth), maxillary	\$600 *
D5283 Removable unilateral partial denture - 1 piece cast metal (including clasps and teeth), mandibular	\$600 *
D5410 Adjust complete denture - maxillary	\$0
D5411 Adjust complete denture - mandibular	\$0
D5421 Adjust partial denture - maxillary	\$0
D5422 Adjust partial denture - mandibular	\$0
D5511 Repair broken complete denture base, mandibular	\$100
D5512 Repair broken complete denture base, maxillary	\$100
D5520 Replace missing or broken teeth - complete denture (each tooth)	\$100
D5611 Repair resin partial denture base, mandibular	\$100
D5612 Repair resin partial denture base, maxillary	\$100
D5621 Repair cast partial framework, mandibular	\$100
D5622 Repair cast partial framework, maxillary	\$100
D5630 Repair or replace broken retentive/clasping materials – per tooth	\$100
D5640 Replace broken teeth - per tooth	\$100
D5650 Add tooth to existing partial denture	\$100
D5660 Add clasp to existing partial denture – per tooth	\$100
D5670 Replace all teeth and acrylic on cast metal framework (maxillary)	\$100
D5671 Replace all teeth and acrylic on cast metal framework (mandibular)	\$100
D5710 Rebase complete maxillary denture	\$100
D5711 Rebase complete mandibular denture	\$100

D5720 Rebase maxillary partial denture	\$100
D5721 Rebase mandibular partial denture	\$100
D5730 Reline complete maxillary denture (chairside)	\$100
D5731 Reline complete mandibular denture (chairside)	\$100
D5740 Reline maxillary partial denture (chairside)	\$100
D5741 Reline mandibular partial denture (chairside)	\$100
D5750 Reline complete maxillary denture (laboratory)	\$100
D5751 Reline complete mandibular denture (laboratory)	\$100
D5760 Reline maxillary partial denture (laboratory)	\$100
D5761 Reline mandibular partial denture (laboratory)	\$100
D5810 Interim complete denture (maxillary)	\$300 *
D5811 Interim complete denture (mandibular)	\$300 *
D5820 Interim partial denture (maxillary)	\$300 *
D5821 Interim partial denture (mandibular)	\$300 *
D5850 Tissue conditioning, maxillary	\$0
D5851 Tissue conditioning, mandibular	\$0
D5863 Overdenture – complete maxillary	\$600 *
D5864 Overdenture – partial maxillary	\$600 *
D5865 Overdenture – complete mandibular	\$600 *
D5866 Overdenture – partial mandibular	\$600 *
D5986 Fluoride gel carrier	\$0

* Coverage subject to a 12-month Benefit Waiting Period.

PROSTHODONTICS - FIXED

D6210 Pontic - cast high noble metal	\$500 *
D6240 Pontic - porcelain fused to high noble metal	\$500 *
D6241 Pontic - porcelain fused to predominately base metal	\$500 *
D6545 Retainer - cast metal for resin bonded fixed prosthesis	\$500 *
D6720 Retainer crown - resin with high noble metal	\$500 *
D6750 Retainer crown - porcelain fused to high noble metal	\$500 *
D6780 Retainer crown - ¾ cast high noble metal	\$500 *
D6790 Retainer crown - full cast high noble metal	\$500 *
D6930 Re-cement or rebond fixed partial denture	\$0
D6980 Fixed partial denture repair necessitated by restorative material failure	\$0

* Coverage subject to a 12-month Benefit Waiting Period.

ORAL SURGERY SERVICES

D7111 Extraction, coronal remnants - primary tooth	\$50
D7140 Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	\$50
D7210 Extraction of erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	\$155
D7220 Removal of impacted tooth - soft tissue	\$185
D7230 Removal of impacted tooth - partially bony	\$190
D7240 Removal of impacted tooth - completely bony	\$190
D7241 Removal of impacted tooth - completely bony, with unusual surgical complications	\$190
D7250 Removal of residual tooth roots (cutting procedure)	\$190
D7251 Coronectomy - intentional partial tooth removal	\$190
D7260 Oroantral fistula closure	\$190
D7261 Primary closure of a sinus perforation	\$190
D7270 Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth	\$190
D7280 Exposure of an unerupted tooth	\$190
D7283 Placement of device to facilitate eruption of impacted tooth	\$190
D7291 Transseptal fiberotomy/supra crestal fiberotomy, by report	\$135
D7310 Alveoloplasty in conjunction with extractions - 4 or more tooth spaces, per quadrant	\$0

D7311 Alveoloplasty in conjunction with extractions - 1 to 3 tooth spaces, per quadrant	\$0
D7320 Alveoloplasty not in conjunction with extractions - 4 or more tooth spaces, per quadrant	\$0
D7321 Alveoloplasty not in conjunction with extractions - 1 to 3 tooth spaces, per quadrant	\$0
D7340 Vestibuloplasty - ridge extension (secondary epithelialization)	\$190
D7350 Vestibuloplasty - ridge extension (including soft tissue grafts, muscle reattachment, revision of soft tissue attachment and management of hypertrophied and hyperplastic tissue)	\$190
D7471 Removal of lateral exostosis (maxilla or mandible)	\$190
D7472 Removal of torus palatinus	\$190
D7473 Removal of torus mandibularis	\$190
D7485 Reduction of osseous tuberosity	\$190
D7510 Incision and drainage of abscess - intraoral soft tissue	\$0
D7520 Incision and drainage of abscess - extraoral soft tissue	\$0
D7530 Removal of foreign body from mucosa, skin, or subcutaneous alveolar tissue	\$0
D7540 Removal of reaction producing foreign bodies, musculoskeletal system	\$0
D7550 Partial ostectomy/sequestrectomy for removal of non-vital bone	\$0
D7670 Treatment of simple fracture - alveolus - closed reduction, may include stabilization of teeth	\$190
D7910 Suture of recent small wounds up to 5 cm	\$0
D7911 Complicated suture - up to 5 cm	\$0
D7960 Frenulectomy - also known as frenectomy or frenotomy – separate procedure not incidental to another	\$190
D7970 Excision of hyperplastic tissue - per arch	\$190
D7971 Excision of pericoronal gingiva	\$190

ADJUNCTIVE GENERAL SERVICES

D9110 Palliative (emergency) treatment of dental pain - minor procedure	\$0
D9120 Fixed partial denture sectioning	\$0
D9230 Inhalation of nitrous oxide/analgesia, anxiolysis	\$50
D9310 Consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician	\$0
D9420 Hospital or ambulatory surgical center call	\$125
D9430 Office visit for observation (during regularly scheduled hours) - no other services performed	\$0
D9440 Office visit - after regularly scheduled hours	\$20
D9930 Treatment of complications (post-surgical) - unusual circumstances, by report	\$0
D9951 Occlusal adjustment - limited	\$0
D9952 Occlusal adjustment - complete	\$0

Out of Area Emergency Treatment by a Non-Participating Provider	All charges in excess of \$100
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Appendix B: Orthodontic Treatment Coverage

1. Benefit Waiting Period. Orthodontic treatment is covered after a 12-month Benefit Waiting Period.

2. General Provisions.

- a. Orthodontic treatment is covered only if the Participating Provider prepares the treatment plan prior to starting treatment. The treatment plan is based on an examination that must take place while the Enrollee is covered under this Policy. The examination must show a diagnosis of an abnormal occlusion that can be corrected by orthodontic treatment.
- b. The Enrollee must remain covered under this Policy for the entire length of treatment. The Enrollee must follow the post-treatment plan and keep all appointments after the Enrollee is debanded to avoid additional Copayments.
- c. Copayments may be adjusted based upon the services necessary to complete the treatment if orthodontic treatment is started prior to the effective date of coverage.
- d. If benefits for orthodontic services terminate prior to completion of orthodontic treatment, benefits will continue through the end of the month. If coverage terminates prior to completion of treatment, the Copayment may be prorated. The services necessary to complete treatment will be based on the Reasonable Cash Value of services rendered.
- e. The Enrollee is responsible for payment of the Copayments listed below for pre-orthodontic and orthodontic services. The Pre-Orthodontic Service Copayments will be deducted from the Comprehensive Orthodontic Service Copayment if the Enrollee accepts the treatment plan. The Copayment for limited orthodontic services may be prorated based on the treatment plan.
- f. The General Office Visit Copayment is charged at each visit for orthodontic treatment. Any services that are provided in conjunction with orthodontic treatment are subject to the Service Copayments listed in Appendix A and to the exclusions and limitations listed in Appendix C.

3. Pre-Orthodontic Service Copayments.

Initial orthodontic exam:.....	\$25
Study models and X-rays:	\$125
Case presentation:	\$0

4. Orthodontic Service Copayment.

Comprehensive Orthodontic Service Copayment: \$2,800 per case

The following are procedures covered under the benefits for orthodontic services:

- D8020 Limited orthodontic treatment of the transitional dentition
- D8030 Limited orthodontic treatment of the adolescent dentition
- D8040 Limited orthodontic treatment of the adult dentition
- D8060 Interceptive orthodontic treatment of the transitional dentition
- D8070 Comprehensive orthodontic treatment of the transitional dentition
- D8080 Comprehensive orthodontic treatment of the adolescent dentition
- D8090 Comprehensive orthodontic treatment of the adult dentition

Appendix C: Exclusions and Limitations

Exclusions. The Company does not provide benefits for any of the following conditions, treatments, services or for any direct complications or consequences thereof. The Company does not provide benefits for excluded services even if approved, prescribed, or recommended by a Participating Provider.

- a. Bridges, crowns, dentures or prosthetic devices requiring multiple treatment dates or fittings if the prosthetic item is installed or delivered more than 60 days after termination of coverage.
- b. The completion or delivery of treatments or services performed or initiated prior to the effective date of coverage under this Policy, including: (a) endodontic services and prosthetic services; (b) an appliance or modification of one, if an impression for it was made prior to the effective date of coverage under this Policy; or (c) a crown, bridge, or cast or processed restoration, if the tooth was prepared prior to the effective date of coverage under this Policy. Such services are the liability of the Enrollee, prior dental plan, and provider.
- c. Dental implant services, including attachment devices and dental implant maintenance.
- d. Endodontic therapy completed more than 60 days after termination of coverage.
- e. Exams or consultations needed solely in connection with a service that is not covered.
- f. Experimental or Investigational services and related exams or consultations.
- g. Full mouth reconstruction, including the extensive restoration of the mouth with crowns, bridges, or implants; or occlusal rehabilitation, including crowns, bridges, or implants used for the purpose of splinting, altering vertical dimension, restoring occlusions or correcting attrition, abrasion, or erosion.
- h. General anesthesia, including conscious, intravenous and moderate sedation.
- i. Hospitalization care outside of a dental office for dental procedures, physician services, or facility fees.
- j. Maxillofacial prosthetic services.
- k. Nightguards.
- l. Orthognathic surgery.
- m. Personalized restorations.
- n. Plastic, reconstructive, or cosmetic services, which are primarily intended to improve, alter, or enhance appearance.
- o. Prescription and over-the-counter drugs and pre-medications.
- p. Provider charges for a missed or cancelled appointment.
- q. Replacement of lost, missing, or stolen dental appliances; replacement of dental appliances that are damaged due to abuse, misuse, or neglect.
- r. Replacement of sound restorations.
- s. Services and related exams or consultations that are not within the prescribed treatment plan, not dentally appropriate, or not approved by the Participating Provider attending the Enrollee.
- t. Services and related exams or consultations to the extent they are not necessary for the diagnosis, care, or treatment of the condition involved.
- u. Services by any person other than a Dentist, Denturist, hygienist, or dental assistant within the scope of his or her license.
- v. Services for the diagnosis or treatment of temporomandibular joint disorders.
- w. Services for the treatment of an injury or disease that is covered under workers' compensation laws or that are an employer's responsibility.

- x. Services for the treatment of injuries sustained while practicing for or competing in a professional athletic contest of any kind.
- y. Services for the treatment of intentionally self-inflicted injuries.
- z. Services for which coverage is available under any federal, state, or other governmental program, unless required by law.
- aa. Services provided or arranged by criminal justice institutions for Enrollees confined therein.
- bb. Services provided prior to the Enrollee's effective date of coverage.
- cc. Services that are not listed as covered in this Policy.
- dd. Services where there is no evidence of pathology, dysfunction, or disease other than covered preventive services.
- ee. Tooth bleaching.

Limitations.

- a. **Alternate Services.** If alternative services can be used to treat a condition, the service recommended by the Participating Provider is covered. In the event the Enrollee elects a service that is more costly than the service the Participating Provider has approved, the Enrollee is responsible for the Copayment for the recommended covered service plus the cost differential between the Reasonable Cash Value of the recommended service and the Reasonable Cash Value of the more costly requested service.
- b. **Endodontic Retreatment.**
 - When the initial root canal therapy was performed by a Participating Provider, the retreatment of such root canal therapy will be covered as part of the initial treatment for the first 24 months. After that time, the applicable Copayments will apply.
 - When the initial root canal therapy was performed by a Non-Participating Provider, the retreatment of such root canal therapy by a Participating Provider will be subject to the applicable Copayments.
- c. **Replacements.** The replacement of an existing denture, crown, inlay, onlay, or other prosthetic appliance or restoration denture is covered if the appliance is more than five years old and replacement is dentally necessary due to one of the following conditions:
 - A tooth within an existing denture or bridge is extracted;
 - The existing denture, crown, inlay, onlay, or other prosthetic appliance or restoration cannot be made serviceable; or
 - The existing denture was an immediate denture to replace one or more natural teeth extracted while covered under this Policy, and replacement by a permanent denture is necessary.
- d. **Restorations.** Crowns, casts, or other indirect fabricated restorations are covered only if dentally necessary and if recommended by the Participating Provider. Crowns, casts, or other indirect fabricated restorations are dentally necessary if provided for treatment for decay, traumatic injury or substantial loss of tooth structure undermining one or more cusps and the tooth cannot be restored with a direct restorative material or the tooth is an abutment to a covered partial denture or fixed bridge.

WILLAMETTE DENTAL NOTICE OF PRIVACY PRACTICES

**THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED
AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

**PLEASE REVIEW IT CAREFULLY.
THE PRIVACY OF YOUR PROTECTED HEALTH INFORMATION IS IMPORTANT TO US.**

OUR LEGAL DUTY

We are required by applicable federal and state law to maintain the privacy of your protected health information. We are also required to give you this Notice about our privacy practices, our legal duties, and your rights concerning your protected health information. We must follow the privacy practices that are described in this Notice while it is in effect. This notice takes effect September 23, 2013, and will remain in effect until we replace it.

We reserve the right to change our privacy practices and the terms of this Notice at any time, provided such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our Notice effective for all protected health information that we maintain, including protected health information we created or received before we made the changes. Before we make a significant change in our privacy practices, we will change this Notice and make the new Notice available upon request.

You may request a copy of our Notice at any time. For more information about our privacy practices, or for additional copies of this Notice, please contact us using the information listed at the end of this Notice.

USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

We use and disclose protected health information about you for treatment, payment, and healthcare operations. For example:

Treatment: We may use and disclose your protected health information to provide, manage and coordinate your dental coverage.

Payment: We may use and disclose your protected health information to conduct payment related activities, such as determinations of eligibility and coverage, billing, administration and coordination of benefit payments.

Healthcare Operations: We may use and disclose your protected health information in connection with our healthcare operations. Healthcare operations include, but are not limited to, establishment of premium rates; activities relating to the creation, renewal or replacement of a dental plan; performing quality assessment and improvement activities; licensing or accreditation activities; responding to and resolving complaints and appeals; plan communications; and facilitating your enrollment in and renewal of your dental plan and value-added services. We will not use or disclose any of your protected health information that contains genetic information for underwriting purposes.

To You, Your Personal Representatives and Plan Sponsor: We must disclose your protected health information to you, as described in the Member Rights section of this Notice, and to a parent of a minor under the age of consent or legal guardian as necessary to help with your healthcare or with payment. We may disclose your protected health information to the sponsor of your dental plan.

Family and Friends: We may disclose protected health information about you to your family members or friends if we obtain your verbal authorization to do so, or if we give you an opportunity to object and you do not object. We also may disclose protected health information to your family or friends if we can infer from the circumstances, based on our reasonable judgment, that you would not object, for example if your spouse is a covered member with you under your dental plan.

Marketing Health-Related Services: We may use or disclose your protected health information for marketing purposes with your written authorization.

Required by Law: We may use or disclose your protected health information when we are required to do so by federal, state or local law or legal process, for example, subpoena, court order, administrative order, warrant, or summons; and pursuant to workers' compensation laws.

Abuse or Neglect: We may disclose your protected health information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, or domestic violence or the possible victim of other crimes. We may disclose your protected health information to the extent necessary to avert a serious threat to your health or safety or the health or safety of others.

Plan Sponsors: If your coverage is through an employer sponsored dental plan, we may disclose certain protected health information to the plan sponsor or its authorized representative(s) to perform plan administration functions.

Governmental Officials and Law Enforcement: We may disclose to authorized governmental officials protected health information required for lawful investigation; military authorities, the protected health information of Armed Forces personnel; and a correctional institution or law enforcement officials having lawful custody of protected health information of an inmate or patient under certain circumstances.

Authorizations: Other uses and disclosures of your protected health information will be made only with your, or your Personal Representative's, written authorization. You may revoke such authorization at any time by written request, but we cannot take back any uses or disclosures already made with your permission.

MEMBER RIGHTS

Access: You have the right to look at or get copies of your protected health information, with limited exceptions. You must request access by sending us a letter to the address at the end of this Notice. We will charge you a reasonable cost-based fee for expenses such as copies, postage and staff time. If you request an alternative format that we can practicably provide, we will charge a cost-based fee for providing your protected health information in that format. If you prefer, we will prepare a summary or an explanation of your protected health information for a fee. Contact us using the information listed at the end of this Notice for a full explanation of our fee structure.

Disclosure Accounting: You have the right to receive a list of instances in which we or our business associates disclosed your protected health information for purposes, other than treatment, payment, healthcare operations and certain other activities, for the last 6 years, but not before September 23, 2007. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests.

Restriction: You have the right to request in writing that we place additional restrictions on our use or disclosure of your protected health information. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement (except in an emergency).

Alternative Communication: You have the right to request that we communicate with you about your protected health information by alternative means or to alternative locations. You must make your request in writing. Your request must specify the alternative means or location, and provide satisfactory explanation how account information will be handled under the alternative means or location you request.

Amendment: You have the right to request that we amend your protected health information. Your request must be in writing, and it must explain why the information should be amended. We may deny your request under certain circumstances.

Breach Notification: You have the right to receive notice if the security of your unsecured protected health information is breached.

Electronic Notice: If you receive this Notice on our Web site or by electronic mail (e-mail), you are entitled to receive a paper copy of this Notice upon request.

QUESTIONS AND COMPLAINTS

If you want more information about our privacy practices or have questions or concerns, please contact us.

If you are concerned that we may have violated your privacy rights, or you disagree with a decision we made about access to your protected health information or in response to a request you made to amend or restrict the use or disclosure of your protected health information or to have us communicate with you by alternative means or at alternative locations, you may complain to us using the contact information listed at the end of this Notice. You also may submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address to file your complaint with the U.S. Department of Health and Human Services upon request.

We support your right to the privacy of your protected health information. You will not be penalized in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

Member Rights
Information: Willamette Dental Member Services
6950 NE Campus Way
Hillsboro, Oregon 97124
(855) 433-6825, Option 3

Complaints: Willamette Dental Privacy Officer
6950 NE Campus Way
Hillsboro, Oregon 97124
(855) 433-6825

Willamette Dental Corporate Privacy Statement

At Willamette Dental Management Corporation and its affiliated companies, Willamette Dental Group, P.C., Willamette Dental Insurance, Inc., Willamette Dental of Washington, Inc., and Willamette Dental of Idaho, Inc., (“Willamette Dental”, collectively) we value the trust subscribers and patients (“customer or customers”, collectively) have placed in us. That is why we welcome this opportunity to describe the steps we take to protect customer information. This Statement provides details about these policies and procedures.

- ❖ We do not sell customer information.
- ❖ We do not share customer information with outside persons or companies for unrelated purposes such as selling their products or services.
- ❖ We do not share customer health information provided as part of a dental record, insurance application or claim, with outside persons or companies, except for legally authorized purposes.
- ❖ We maintain security standards and procedures designed to protect customer information.
- ❖ We require outside persons or companies that validly need our customer information to protect the confidentiality and prohibit independent use of customer information.
- ❖ We afford prospective and former customers the same protections as existing customers with respect to the use of customer information.

INFORMATION COLLECTION

The primary reason that we collect and maintain customer information is to serve and administer customer relationships. This information may be collected from a variety of sources, such as the following:

- ❖ Information provided to us on applications or forms, such as names, addresses, dates of birth, and phone, social security, insurance and account numbers; and
- ❖ Information resulting from dental treatment, and dental account transactions, obtained from within Willamette Dental and from non-affiliated companies we work with to administer our business, including such information as health history, dental records, payment history and credit history.

HEALTH INFORMATION CONFIDENTIALITY

We will not disclose health information to anyone without authorization unless the law permits or requires us to do so. Our contractual relationships with health care providers, as well as state and federal laws require the providers to keep customer health information confidential. Willamette Dental, its health care providers and payers (including self-funded employers) require access to customers’ medical/dental information for a number of necessary reasons. These reasons include underwriting, claims payment, fraud prevention, case management, delivery of care, quality assessment, utilization review, compliance with state and federal requirements, data collection and reporting, accreditation, and statistical research. Customer authorization as well as federal and state laws permits these disclosures.

INFORMATION USE AND DISCLOSURE WITHIN WILLAMETTE DENTAL

We use and share customer information within Willamette Dental to provide products, services and administer our business. The information we maintain about customer relationships helps us verify identity, provide insurance benefits and dental treatment, and administer claims. Within Willamette Dental, we share the customer information we collect with our affiliates as reasonably necessary, including to provide dental care, dental insurance, enrollment, eligibility, claims management, billing and accounting.

WITH OUTSIDE COMPANIES OR PARTIES

We share information outside Willamette Dental only for necessary and appropriate business purposes. We require these non-affiliates to keep customer information confidential. We may disclose customer information to the following types of outside companies or parties:

- ❖ Insurers, insurance administrators, benefit administrators, dentists and health care providers;
- ❖ Companies that perform services on our behalf, such as check printing, preparation of account statements, and product marketing;
- ❖ Government, credit, and collection agencies and other outside entities as permitted or required by federal and state law. These disclosures are made for specific limited purposes, such as to verify identity, credit and accounts, collect debts or respond to a court order or subpoena; and
- ❖ Others, such as technical consultants engaged to program our computer systems to help us provide, track, analyze and market our services and products.

INFORMATION CONFIDENTIALITY AND PROTECTION PRACTICES

Willamette Dental is committed to preventing others from unauthorized access to customer information, and we maintain procedures and technology designed for this purpose. We take steps to protect the customer information we have, including the following:

- ❖ We update our technology in accordance with federal and state privacy regulations to improve the protection of customer information; and
- ❖ We have internal procedures that limit access to customer information, such as procedures requiring an employee to have a business need to access customer information. We maintain policies to provide security of workplaces and records.

INFORMATION INTEGRITY MEASURES

At Willamette Dental, we work hard to ensure customer information is complete and accurate. We have procedures and processes for updating our customer information. We protect the integrity and survivability of customer information through measures such as maintaining backup copies of account data in the event of power outages or other business interruptions, using computer virus detection and eradication software on systems containing customer information, upgrading computer hardware and software, and employing other technical means to protect against unauthorized computer entry into systems containing customer information.

COMMUNICATION

To contact Willamette Dental, write to: Willamette Dental Privacy Officer
Willamette Dental Management Corporation
6950 NE Campus Way
Hillsboro, Oregon 97124

Non-discrimination Statement

Willamette Dental Group complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Willamette Dental Group does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Willamette Dental Group:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact 1-855-433-6825.

If you believe that Willamette Dental Group has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Member Services Department,
6950 NE Campus Way
Hillsboro, Oregon 97124
1-855-433-6825
Fax 503-952-2684
memberservices@willamettedental.com

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Member Services Department is available to help you.

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

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

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

Language Assistance Services

Español (Spanish)

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-855-433-6825.

繁體中文 (Chinese)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-855-433-6825。

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 1-855-433-6825.

Русский (Russian)

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-855-433-6825.

한국어 (Korean)

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-855-433-6825 번으로 전화해 주십시오.

Tagalog (Tagalog – Filipino)

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-855-433-6825.

Українська (Ukrainian)

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-855-433-6825.

日本語 (Japanese)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-855-433-6825 まで、お電話にてご連絡ください。

Mon-Khmer, Cambodian

ប្រយ័ត្ន: បើសិនជាអ្នកនិយាយភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសា ដោយមិនគិតថ្លៃ គឺអាចមានសំរាប់អ្នក។ ចូរ ទូរស័ព្ទ 1-855-433-6825 ។

العربية (Arabic)

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-855-433-6825.

Oroomiffa (Oromo) (Cushite)

XIYYEEFFANNA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-855-433-6825.

አማርኛ (Amharic)

ማስታወሻ: የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች በነጻ ሊያገለግሉት ተዘጋጅተዋል። ወደ ሚከተለው ቁጥር ይደውሉ 1-855-433-6825.

ਪੰਜਾਬੀ (Punjabi)

ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ। 1-855-433-6825 'ਤੇ ਕਾਲ ਕਰੋ।

Deutsch (German)

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-855-433-6825 .

ພາສາລາວ (Lao)

ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທສ 1-855-433-6825 .