



## Our Medicare Advantage Supplemental Dental Program

Welcome.

Your dental program is administered by Delta Dental of Wisconsin, Inc. Good oral health is a vital part of good general health, and your Delta Dental program is designed to promote regular dental visits. We encourage you to take advantage of this program by calling your Dentist today for an appointment.

This Certificate, along with your Summary of Dental Plan Benefits, describes the specific benefits of your Delta Dental program and how to use them. If you have any questions about this program, please call our Customer Service department at 866-548-0292 (TTY Users call 711) or access Network Health’s website at networkhealth.com.

You can easily verify your own benefit, claims and eligibility information online 24 hours a day, seven days a week by visiting medicareadvantage.deltadentalwi.com and selecting the link for our Member Portal. The Member Portal will also allow you to print claim forms and ID cards, select paperless Explanation of Benefits statements (EOBs), search our Dentist directories and read oral health tips.

We look forward to serving you.

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Note: Please read this Certificate together with the Summary of Dental Plan Benefits and Covered Code List. The Summary of Dental Plan Benefits and Covered Code List provides the specific provisions of your dental plan.

### Network Health Medicare Advantage Supplemental Dental Plan

**Group Number: 6614-1161, 1162, 1163, 1164**

## Summary of Dental Plan Benefits For Network Health

### Medicare Advantage Supplemental Dental Plan - Embedded

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations

\*Services received from dentists who do **NOT** participate in the Delta Dental Medicare Advantage™ Network will result in your out of pocket costs being higher.

**IMPORTANT: Delta Dental will cover services from a dentist that DOES NOT participate in Delta Dental’s Medicare Advantage Network up to \$100 per person per Calendar Year.**

**After the \$100 maximum is reached, if you receive services from a dentist that DOES NOT participate in Delta Dental’s Medicare Advantage Network YOU WILL BE RESPONSIBLE for the full cost of those services as indicated on your Explanation of Benefits and no payment will be made by Delta Dental.**

**Control Plan** - Delta Dental of Wisconsin

**Benefit Year** - January 1 through December 31, 2022

**Covered Services** -

	Delta Dental Medicare Advantage Dentist	Nonparticipating (out-of-network) Dentist
	Plan Pays	Plan Pays*
<b>Diagnostic &amp; Preventive Services</b>		
Diagnostic and Preventive Services - one exam and one cleaning per Benefit Year	100%	Reimbursed up to \$100

**Office Visit Fee** -

Delta Dental Medicare Advantage Dentist: \$30 is payable by the member for every dental office visit when treatment is received that includes Diagnostic and Preventive services.

**Maximum Payment** -

Delta Dental Medicare Advantage Dentist: None.

Nonparticipating (out-of-network) Dentist: \$100 per person total per Calendar Year.

**Deductible** - None.

**Eligible People** - All members enrolled in the embedded dental benefit for the following Network Health Medicare Advantage plans: Network Platinum*Plus* (PPO), Network Platinum*Plus* Pharmacy (PPO), Network Platinum*Premier* (PPO), Network Platinum*Premier* Pharmacy (PPO).

Plan enrollment changes are only allowed during annual or special enrollment periods.

You may end your optional supplemental dental benefits by giving us written notice that you'd like to end your coverage.

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## I. Delta Dental Certificate

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Delta Dental of Wisconsin, Inc., referred to herein as Delta Dental, issues this Certificate to you, the Member. The Certificate is a summary of your dental benefits coverage. It reflects and is subject to a contract between Delta Dental and Network Health, your Medicare Advantage Plan.

The Benefits provided under This Plan may change if federal laws change.

Delta Dental agrees to provide Benefits as described in this Certificate and the Summary of Dental Plan Benefits.

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## II. Definitions

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### Adverse Benefit Determination

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Any denial, reduction or termination of the benefits for which you filed a claim. Or a failure to provide or to make payment (in whole or in part) of the benefits you sought, including any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which benefits are otherwise provided was experimental or investigational, or was not medically necessary or appropriate.

### Allowed Amount

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The amount permitted under the Medicare Advantage Dentist Fee Schedule which Delta Dental will base its payment for a Covered Service.

### Appeal

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The procedures that deal with the review of adverse initial determination for payment of services.

### Benefit Year

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The calendar year.

### Benefits

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Payment for the Covered Services that have been selected under This Plan.

### Certificate

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This document. Delta Dental will provide Benefits as described in this Certificate. Any changes in this Certificate will be based on

changes to the contract between Delta Dental and Network Health.

### Completion Dates

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The date that treatment is complete. Some procedures may require more than one appointment before they can be completed. Treatment is complete:

- ◆ For dentures and partial dentures, on the delivery dates;
- ◆ For crowns and bridgework, on the permanent cementation date;
- ◆ For root canals and periodontal treatment, on the date of the final procedure that completes treatment.

### Coinsurance

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The percentage of the charge, if any, that you must pay for Covered Services.

### Copayment

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A fixed amount of money that you must pay for Covered Services, if any.

### Covered Code List

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The unique list of the ADA dental codes that are covered services under This Plan. These codes are subject to the terms of this Certificate.

### Covered Services

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The unique dental services selected for coverage as described in the Summary of Dental Plan Benefits and subject to the terms of this Certificate.

### Deductible

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The amount a person and/or a family must pay toward Covered Services before Delta Dental begins paying for those services under this Certificate. The Summary of Dental Plan Benefits lists the Deductible that applies to you, if any.

### Delta Dental

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Delta Dental of Wisconsin, Inc., which provides dental benefits. Delta Dental is not an insurance company. Delta Dental of Wisconsin, Inc. has been delegated by

Network Health Medicare Advantage to provide dental benefits for This Plan.

#### Dental Emergency

A Dental Emergency is a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: Serious jeopardy to the health of the individual or, in the case of a pregnant woman, the health of the woman or her unborn child; Serious impairment to bodily functions; or Serious dysfunction of any bodily organ or part.

#### Dentist

A person licensed to practice dentistry in the state or jurisdiction in which dental services are performed.

- ◆ **Delta Dental Medicare Advantage Dentist** - a Dentist who has signed an agreement with Delta Dental for This Plan that is part of Delta Dental Medicare Advantage Network.
- ◆ **Nonparticipating Dentist** - a Dentist who has not signed an agreement with Delta Dental to become part of the Delta Dental Medicare Advantage. **Services received from dentists who do NOT participate in Delta Dental's Medicare Advantage Network will be processed as services received from a Nonparticipating Dentist and your out of pocket costs may be higher.**

**IMPORTANT: If you receive services from a dentist that DOES NOT participate in Delta Dental's Medicare Advantage network YOU WILL BE RESPONSIBLE for the difference between Delta Dental's payment to you (up to \$100 maximum) and the amount charged by the Nonparticipating Dentist.**

The provider network may change at any time. You will receive notice when necessary.

#### Grievance

An expression of dissatisfaction with any aspect of the operations, activities or behavior of Delta Dental, Network Health Medicare Advantage or

a Dentist that has provided dental services under This Plan.

#### Maximum Approved Fee

The maximum fee that Delta Dental approves for a given procedure in a given region and/or specialty, under normal circumstances, based upon applicable Medicare Advantage Participating Dentist schedules and internal procedures.

#### Maximum Payment

The maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. (See the Summary of Dental Plan Benefits.)

#### Medicare Advantage Dentist Fee Schedule

The maximum fee allowed per procedure for services rendered by a Delta Dental Medicare Advantage Dentist as determined by Delta Dental.

#### Member

A person with coverage under This Plan.

#### Nonparticipating Dentist Fee

The most Delta Dental will pay Nonparticipating Dentists for a Covered Service.

#### Post-Service Claims

Claims for Benefits that are not conditioned on your seeking advance approval, certification, or authorization to receive the full amount for any Covered Services. In other words, Post-Service Claims arise when you receive the dental service or treatment before you file a claim for Benefits.

#### Pre-Service Organization Determination

A determination that is made prior to receiving dental services based on your benefits and coverage. This decision will determine whether a dental service will be covered and will provide information on how much you may have to pay for this service. This is a request submitted by you or your Dentist.

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## Processing Policies

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Delta Dental's policies and guidelines used for Pre-Service Organization Determinations and payment of claims. The Processing Policies may be amended from time to time.

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## Submitted Amount

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The amount a Dentist bills to Delta Dental for a specific treatment or service. A Delta Dental Medicare Advantage Participating Dentist cannot charge you for the difference between this amount and the amount Delta Dental approves for the treatment.

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## Summary of Dental Plan Benefits

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A description of the specific provisions of your group dental coverage. The Summary of Dental Plan Benefits is and should be read as a part of this Certificate, and supersedes any contrary provision of this Certificate.

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## This Plan

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The dental coverage established for you pursuant to this Certificate.

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## III. Selecting a Dentist

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When selecting a Dentist, you may choose any Dentist. Your out-of-pocket costs are likely to be less if you go to a Delta Dental Medicare Advantage Participating Dentist. Medicare Advantage Participating Dentists agree to accept payment according to the applicable Delta Dental Medicare Advantage Participating Dentist Agreement and, in most cases, this results in a reduction of their fees. To verify that a Dentist is a Medicare Advantage Participating Dentist, you can use Delta Dental's online Dentist Directory at [www.medicareadvantage.deltadentawi.com](http://www.medicareadvantage.deltadentawi.com) or call (866) 548-0292 (TTY Users call 711).

If the Dentist you select is not a Delta Dental Medicare Advantage Participating Dentist, you will still be covered, but you may have to pay more.

If you choose a Nonparticipating Dentist, you will be responsible for any difference between the Nonparticipating Dentist Fee and the Dentist's Submitted Fee, in addition to any Coinsurance, Copayment, or Deductible, if applicable.

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## IV. Accessing Your Benefits

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To utilize your dental benefits, follow these steps:

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully so you are familiar with your benefits, payment methods, and terms of This Plan.
2. Make an appointment with your Dentist and tell him or her that you have dental benefits with Delta Dental's Medicare Advantage Dental Plan. If your Dentist is not familiar with This Plan or has any questions, have him or her contact Delta Dental by writing to Delta Dental, Attention: Customer Service, P.O. Box 9214, Farmington Hills, Michigan 48333, or calling the toll-free number at (866) 548-0292.
3. After you receive your dental treatment, you or the dental office staff will file a claim form, completing the information portion with:
  - a. Your full name and address
  - b. Your Network Health Member ID number
  - c. Your date of birth

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## Notice of Claim Forms

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Your Dentist should submit your dental claims form using the most recent American Dental Association ("ADA") approved claim form. Medicare Advantage Participating Dentists will fill out and submit your dental claims for you. Mail claims and completed information requests to:

**Delta Dental**  
**P.O. Box 9215**  
**Farmington Hills, Michigan 48333**

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## Pre-Service Organization Determination

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Your Dentist can submit a request for a coverage decision to determine whether you qualify for a dental service that may be covered under This Plan through the Dental Office Toolkit<sup>®</sup> (DOT). You can also request a coverage decision to determine whether you qualify for a dental service that

may be covered under This Plan by calling the Customer Service department toll-free at (866) 548-0292 or in writing at:

Delta Dental  
P.O. Box 9214  
Farmington Hills, MI 48333

For a standard coverage decision, Delta Dental will provide an answer within 14 calendar days after receiving your request. To file a fast coverage decision the standard deadlines must potentially cause serious harm to your health or hurt your ability to function. If Delta Dental approves the fast request, an answer will be provided within 72 hours. For both standard and fast requests, Delta Dental may take up to 14 additional calendar days under certain circumstances. If additional time is taken, Delta Dental will notify you in writing and explain the reasons for the extension.

If Delta Dental does not approve your standard or fast coverage request, you have the right to file an appeal. Please see the Appeal section for more information. Availability of dental benefits at the time your request is completed is dependent on several factors. These factors include, but are not limited to, medical necessity, your continued eligibility for benefits, your available annual or lifetime Maximum Payments, any coordination of benefits, the status of your Dentist, This Plan's limitations and any other provisions, together with any additional information or changes to your dental treatment. To determine whether a service may be covered under This Plan, please review the benefits included in this document.

#### Written Notice of Claim and Time of Payment

All claims for Benefits must be filed with Delta Dental within one year of the date the services were completed. Once a claim for payment is filed, Delta Dental will decide it within 30 days of receiving it. If there is not enough information to decide your claim, Delta Dental will notify you or your Dentist within 30 days. The notice will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in which to decide the claim, and (d) inform you or your Dentist that the information must be received within 60 days or your claim will be

denied. You will receive a copy of any notice sent to your Dentist. Once Delta Dental receives the requested information, it will decide your claim and send you notice of that decision. If you or your Dentist does not supply the requested information, Delta Dental will have no choice but to deny your claim. Once Delta Dental decides your claim, it will notify you within five days.

#### Authorized Representative

You may also appoint an authorized representative to deal with Delta Dental on your behalf with respect to any benefit claim you file or any review of a denied claim you wish to pursue (see the Grievance and Appeals Procedure section). You should call Delta Dental's Customer Service department, toll-free, at (866) 548-0292, or write them at P.O. Box 9214, Farmington Hills, Michigan, 48333, to request a form to designate the person you wish to appoint as your representative or you may use the CMS Appointment of Representative Form (Form CMS-1696). While in some circumstances your Dentist is treated as your authorized representative, generally Delta Dental only recognizes the person whom you have authorized on the last dated form filed with Delta Dental. Once you have appointed an authorized representative, Delta Dental will communicate directly with your representative and will not inform you of the status of your claim. You will have to get that information from your representative. If you have not designated a representative, Delta Dental will communicate directly with you.

#### Questions and Assistance

Questions regarding your coverage should be directed to Delta Dental's Customer Service department, at (866) 548-0292 (TTY Users call 711) (toll-free). You may also write to Delta Dental's Customer Service department at P.O. Box 9214, Farmington Hills, Michigan, 48333. When writing to Delta Dental, please include your name, your Network Health Member

ID number, and your daytime telephone number.

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## V. How Payment is Made

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If your Dentist is a Medicare Advantage Participating Dentist, Delta Dental will base payment on the Maximum Approved Fee for Covered Services.

Delta Dental will send payment directly to the Medicare Advantage Participating Dentists and you will be responsible for any applicable Coinsurance, Copayments or Deductibles.

If your Dentist is a Nonparticipating Dentist, Delta Dental will base payment on the Nonparticipating Dentist Fee for Covered Services.

For Covered Services rendered by a Nonparticipating Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentists. You will be responsible for any difference between Delta Dental's payment (up to \$100 maximum) and the Dentist's Submitted Amount.

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## VI. Benefit Categories

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### *Important*

**ONLY the dental services listed in your Summary of Dental Plan Benefits and Covered Code List are covered by This Plan.** Covered Services are also subject to exclusions and limitations. You will want to review this section of this Certificate carefully.

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## VII. Exclusions and Limitations

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### *Exclusions*

**Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the Summary of Dental Plan Benefits or Covered Code List. All charges for the same will be your responsibility (though your payment obligation may be satisfied by insurance or some other arrangement for which you are eligible):**

1. Services or supplies, as determined by Delta Dental, for correction of congenital or developmental malformations.
2. Cosmetic surgery or dentistry for aesthetic reasons, as determined by Delta Dental.
3. Services started or appliances started before a person became eligible under This Plan. This exclusion does not apply to orthodontic treatment in progress (if a Covered Service).
4. X-rays. Some Dentists may require X-rays prior to an exam or cleaning. X-rays are not covered by this Plan.
5. Prescription drugs (except intramuscular injectable antibiotics), premedication, medicaments/ solutions, and relative analgesia.
6. General anesthesia and intravenous sedation for (a) surgical procedures, unless medically necessary, or (b) restorative dentistry.
7. Charges for hospitalization, laboratory tests, and histopathological examinations.
8. Charges for failure to keep a scheduled visit with the Dentist.
9. Services or supplies, as determined by Delta Dental, for which no valid dental need can be demonstrated.
10. Services or supplies, as determined by Delta Dental that are investigational in nature, including services or supplies required to treat complications from investigational procedures.
11. Services or supplies, as determined by Delta Dental, which are specialized techniques.
12. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
13. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist or other dental professional, as determined by Delta Dental, under the scope of his or her license as permitted by applicable state law.

14. Services or supplies excluded by the policies and procedures of Delta Dental, including the Processing Policies.
15. Services or supplies for which no charge is made, for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
16. Services or supplies received due to an act of war, declared or undeclared.
17. Services or supplies covered under a hospital, surgical/medical, (including Medicare Advantage), or prescription drug program.
18. Services or supplies that are not within the categories of Benefits selected by your Medicare Advantage Organization and that are not covered under the terms of this Certificate.
19. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
20. Interim caries arresting medicament.
21. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).
22. Sealants.
23. Space maintainers.
24. Lost, missing, or stolen appliances of any type and replacement or repair of orthodontic appliances or space maintainers.
25. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.
26. Veneers.
27. Minor restorative services, including fillings.
28. Prefabricated crowns used as final restorations on permanent teeth.
29. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting. If Orthodontic Services are Covered Services, this exclusion will not apply to Orthodontic Services as limited by the terms and conditions of the contract between Delta Dental and your employer or organization.
30. Paste-type root canal fillings on permanent teeth.
31. Replacement, repair, relines, or adjustments of occlusal guards.
32. Chemical curettage.
33. Periodontal services.
34. Full mouth debridement.
35. Major restorative services.
36. Prosthodontic Services.
37. Implant Services.
38. Services associated with overdentures.
39. Metal bases on removable prostheses.
40. The replacement of teeth beyond the normal complement of teeth.
41. Personalization or characterization of any service or appliance.
42. Temporary crowns used for temporization during crown or bridge fabrication.
43. Posterior bridges in conjunction with partial dentures in the same arch.
44. Precision attachments and stress breakers.
45. Bone replacement grafts and specialized implant surgical techniques, including radiographic/surgical implant index.
46. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint (TMJ).
47. Oral Surgery.
48. Orthodontic Services.

49. Diagnostic photographs and cephalometric films, unless done for orthodontics and orthodontics are a Covered Service.
50. Myofunctional therapy.
51. Mounted case analyses.
52. Processing policies may otherwise exclude payment by Delta Dental for services or supplies.

**Delta Dental will make no payment for the following services or supplies. Medicare Advantage Participating Dentists may not charge Members for these services or supplies. All charges from Nonparticipating Dentists for the following are your responsibility:**

1. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
2. The completion of forms or submission of claims.
3. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.
4. Local anesthesia.
5. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
6. Infection control.
7. Temporary, interim, or provisional crowns.
8. Gingivectomy as an aid to the placement of a restoration.
9. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
10. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
11. Palliative treatment
12. Post-operative X-rays, when done following any completed service or procedure.
13. Periodontal charting.
14. Pins and preformed posts, when done with core buildups for crowns, onlays, or inlays.
15. A pulp cap, when done with a sedative filling or any other restoration. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.
16. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
17. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
18. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.
19. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling and root planing.
20. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
21. Scaling in the presence of gingival inflammation when done on the same day as periodontal maintenance.
22. Prophylaxis, scaling in the presence of gingival inflammation, or periodontal maintenance when done within 30 days of three or four quadrants of scaling and root planing or other periodontal treatment.
23. Full mouth debridement when done within 30 days of scaling and root planing.
24. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
25. Reline, rebase, or any adjustment or repair within six months of the delivery of a partial denture.

26. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.
27. Periapical and/or bitewing X-rays, when done within a clinically unreasonable period of time of performing panoramic and/or full mouth X-rays, as determined solely by Delta Dental.
28. Processing policies may otherwise exclude payment by Delta Dental for services or supplies.

### ***Limitations***

**The Benefits for the following services or supplies are limited as follows, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for services or supplies that exceed these limitations will be your responsibility. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental Plan or, at the request of Network Health, any dental plan:**

1. Any combination of teeth cleanings (prophylaxes and scaling in the presence of inflammation) is payable once per calendar year.
2. Oral examinations and evaluations are payable once per calendar year, regardless of the Dentist's specialty.
  - a. Maximum Payment: All Benefits available under This Plan are subject to the Maximum Payment limitations set forth in your Summary of Dental Plan Benefits.
3. If a Deductible amount is stated in the Summary of Dental Plan Benefits, Delta Dental will not pay for any services or supplies, in whole or in part, to which the Deductible applies until the Deductible amount is met.
4. Processing Policies may otherwise limit Delta Dental's payment for services or supplies.

**Delta Dental will make no payment for services or supplies that exceed the following limitations. All charges are your responsibility. However, Medicare Advantage**

**Participating Dentists may not charge Members for these services or supplies when performed by the same Dentist or dental office. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental Plan or, at the request of your Network Health dental plan:**

1. Amalgam and composite resin restorations are payable once in any two-year period, regardless of the number or combination of restorations placed on a surface.
2. Core buildups and other substructures are payable only when needed to retain a crown on a tooth with excessive breakdown due to caries (decay) and/or fractures.
3. Recementation of a crown, onlay, inlay, space maintainer, or bridge within six months of the seating date.
4. Retention pins are payable once in any two-year period. Only one substructure per tooth is a Covered Service.
5. Root planing is payable once in any two-year period.
6. Periodontal surgery is payable once in any three-year period.
7. A complete occlusal adjustment is payable once in any five-year period. The fee for a complete occlusal adjustment includes all adjustments that are necessary for a five-year period. A limited occlusal adjustment is not payable more than three times in any five-year period. The fee for a limited occlusal adjustment includes all adjustments that are necessary for a six-month period.
8. Tissue Conditioning is payable twice per arch in any three-year period.
9. The allowance for a denture repair (including reline or rebase) will not exceed half the fee for a new denture.
10. Services or supplies, as determined by Delta Dental, which are not provided in

accordance with generally accepted standards of dental practice.

11. One caries risk assessment is allowed on the same date of service.
12. Processing Policies may limit Delta Dental's payment for services or supplies.

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### **VIII. Coordination of Benefits**

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The Coordination of Benefits ("COB") provision applies when a Person has health care coverage under more than one plan. "Plan" is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits 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 does not exceed 100 percent of the total Allowable Expense.

#### **Definitions**

Plan is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for 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 non-group insurance contracts, medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
2. Plan does not include: 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 long-term care policies; Medicare supplement policies; or coverage under other federal governmental plans that do not permit coordination.

Each contract for coverage under (1) or (2) above 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.

This Plan, for purposes of this section, means the part of the contract providing the health 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 health 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.

Order of Benefit Determination Rules determines whether This Plan is a Primary Plan or Secondary Plan when the person has health 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 the total benefits paid by all Plans do not exceed the Submitted Amount. In no event will This Plan's payments exceed the Maximum Approved Fee.

#### **Order of Benefits Determination Rules**

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

1. This Plan will pay primary over any Medicaid or Retiree Plan that you may have.
2. This Plan will pay secondary to any employer sponsored, automobile, group, or individual Plan you may have, except for those listed in (1) above.
3. If This Plan is the Primary Plan, it will pay its benefits according to its terms of coverage and without regard to the benefits under any other Plan.

4. Except as provided in the following paragraph, a Plan that does not contain a COB provision is always primary unless otherwise required by law.

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, shall be secondary regardless of whether or not it contains a COB provision.

5. 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.

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

When This Plan is secondary, it may reduce its Benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Submitted Amount. In determining the amount to be paid, This Plan will calculate the benefits it would have paid in the absence of other health care coverage (Maximum Approved Fee) and apply that the remaining amount that you owe to the Dentist following the Primary Plan's payment. The amount paid by This Plan will not exceed the Maximum Approved Fee.

### **Right of Recovery**

If the amount of the payments made by Delta Dental is more than it should have paid under this COB provision, it 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.

### **Coordination Disputes**

If you believe that we have not paid a claim properly, you should first attempt to resolve the problem by contacting us. You or your Dentist should contact Delta Dental's Customer Service department and ask them to check the claim to make sure it was processed correctly. You may

do this by calling the toll-free number, (866) 548-0292, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at PO Box 9214, Farmington Hills, Michigan, 48333. You may also follow the Grievance and Appeals Procedure below

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### **IX. Grievance and Appeal Procedures**

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If we make an Adverse Benefit Determination, you will receive a Notice of Denial of Coverage. You, or your authorized representative, should seek a review as soon as possible, but you must file your request for review within **60 days** of the date that you received that Notice of Denial of Coverage. Delta Dental may give you more time if you have a good reason for missing the deadline.

There are two types of appeals:

**Standard Appeal** – We will give you a written decision on a standard appeal within 30 days after we get your appeal for a Pre-Service Organization Determination. Our decision might take longer if you ask for an extension, or if we need more information about your case. We will tell you if we are taking extra time and will explain why more time is needed. If your appeal is for payment of a service you have already received, we will give you a written decision within 60 days.

**Fast Appeal** – We'll give you a decision on a fast appeal within 72 hours after we get your appeal. You can ask for a fast appeal if you or your doctor believe your health could be seriously harmed by waiting up to 30 Days for a decision. You cannot request a fast appeal if you are asking us to pay you back for a service you've already received.

Send appeals to the following:

**Delta Dental**  
Attn: Dental Director  
P.O. Box 9214  
Farmington Hills, MI 48333

Fax: 517-381-5527  
Phone: 1-866-548-0292  
TTY: 711

Please include your name and address, the Member ID, the explanation of benefits, the reason why you believe your claim was wrongly denied, and any other information you believe supports your claim. Indicate in your letter that you are requesting a formal appeal (Standard/Fast Appeal) of your claim. You also have the right to review any documents related to your appeal. If you would like a record of your request and proof that Delta Dental received it, mail your request certified mail, return receipt requested.

If you want someone else to act for you, you can name a relative, friend, attorney, dentist or someone else to act as your representative. You can do this by following the Authorized Representative section above. Both you and the person you want to act for you must sign and date a statement confirming this is what you want. You will need to mail or fax the statement to Delta Dental.

The Dental Director or any person reviewing your claim will not be the same as, nor subordinate to, the person(s) who initially decided your claim. The reviewer will grant no deference to the prior decision about your claim. The reviewer will assess the information, including any additional information that you have provided, as if he or she were deciding the claim for the first time. The reviewer's decision will take into account all comments, documents, records and other information relating to your claim even if the information was not available when your claim was initially decided.

The notice of any adverse determination regarding your appeal will (a) inform you of the specific reason(s) for the denial, (b) list the pertinent Plan provision(s) on which the denial is based, (c) contain a description of any additional information or material that is needed to decide the claim and an explanation of why such information is needed, (d) reference any internal rule, guideline, or protocol that was relied on in making the decision on review.

Adverse appeals will be automatically submitted to the CMS's contracted independent review entity within 60 calendar days from the date Delta Dental received the

member's first level appeal. The Appeals Staff will concurrently notify the member that the appeal is being forwarded to CMS's independent review entity.

If you have a complaint or dispute, other than a Notice of Dental of Coverage, expressing dissatisfaction with the manner in which Delta Dental or a dentist has provided dental services, you can contact Delta Dental at the address listed above in this section or call customer service at (866) 548-0292 within 60 days of the event. Delta Dental will respond in writing to all Grievances within 30 days of receipt, unless issue is resolved by customer service on the call.

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## **X. Termination of Coverage**

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Your Delta Dental coverage may automatically terminate:

- ◆ When Network Health advises Delta Dental to terminate your coverage.
- ◆ On the first day of the month for which Network Health has failed to pay Delta Dental.
- ◆ For fraud or misrepresentation in the submission of any claim.
- ◆ For any other reason stated in the contract between Delta Dental and Network Health.

Delta Dental will not continue eligibility for any person covered under This Plan beyond the termination date requested by Network Health. A person whose eligibility is terminated may not continue coverage under this Certificate

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## **XI. General Conditions**

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### Subrogation and Right of Reimbursement

If you are involved in an automobile accident or require Covered Services that may entitle you to recover from a third party and Delta Dental advances payment to prevent any financial hardship, you have an obligation to help Delta Dental obtain reimbursement for the amount of the payments advanced for which another source was also responsible for making

payment. You are required to provide Delta Dental with any information about any other insurance coverage (including, but not limited to, automobile, home, and other liability insurance coverage, and coverage under another group health plan), and the identity of any other person or entity, and his or her insurers (if known), that may be obligated to provide payments or benefits for the same Covered Services that Delta Dental already paid.

You must:

1. Cooperate fully in Delta Dental's exercise of its right to subrogation and reimbursement,
2. Not do anything to prejudice those rights (such as settling a claim against another party without notifying Delta Dental, or not including Delta Dental as a co-payee of any settlement amount),
3. Sign any document that Delta Dental determines is relevant to protect Delta Dental's subrogation and reimbursement rights, and
4. Provide relevant information when requested.

The term "information" includes any documents, insurance policies, and police or other investigative reports, as well as any other facts that may reasonably be requested to help Delta Dental enforce its rights. Failure by you to cooperate with Delta Dental may result, at the discretion of Delta Dental, in a reduction of future benefit payments This Plan of an amount up to the aggregate amount paid by Delta Dental that was subject to Delta Dental's equitable lien, but for which Delta Dental was not reimbursed.

#### Obtaining and Releasing Information

You agree to provide Delta Dental with any information it needs to process your claims and administer your Benefits. This includes allowing Delta Dental access to your dental records.

#### Dentist-Patient Relationship

You are free to choose any Dentist. Each Dentist maintains the dentist-patient relationship and is solely responsible to the

patient for dental advice and treatment and any resulting liability.

#### Loss of Eligibility During Treatment

If you lose eligibility while receiving dental treatment, only Covered Services received while you are covered under This Plan will be payable.

Certain services begun before the loss of eligibility may be covered if they are completed within 60 days from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental. The difference between Delta Dental's payment and the total fee for those services is your responsibility.

#### Late Claims Submission

Delta Dental will make no payment for services or supplies if a claim for such has not been received by Delta Dental within one year following the date the services or supplies were completed.

#### Change of Certificate or Contract

No agent has the authority to change any provisions in this Certificate or the provisions of the contract on which it is based. No changes to this Certificate or the underlying contract are valid unless Delta Dental approves them in writing.

#### Actions

No action on a legal claim arising out of or related to this Certificate will be brought within 60 days after notice of the legal claim has been given to Delta Dental, unless prohibited by applicable state law. In addition, no action can be brought more than three years after the legal claim first arose or after expiration of the applicable statute of limitations, if longer. Any person seeking to do so will be deemed to have waived his or her right to bring suit on such legal claim. Except as set forth above, this provision does not preclude you from seeking a judicial decision or pursuing other available legal remedies.

#### Governing Law

This Certificate and the underlying group contract will be governed by and interpreted under Centers for Medicare and Medicaid (CMS).

Right of Recovery Due to Fraud

If Delta Dental pays for services that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a claim that contains false or misrepresented information, or pays a claim that is determined to be fraudulent due to your acts, it may recover that payment from you. You authorize Delta Dental to recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to you. Delta Dental will provide an explanation of the payment recovery at the time the deduction is made.

Legally Mandated Benefits

If any applicable law requires broader coverage or more favorable treatment for you than is provided by this Certificate, that law shall control over the language of this Certificate.

**Any person intending to deceive an insurer, who knowingly submits an application or files a claim containing a false or misleading statement, is guilty of insurance fraud.**

**Insurance fraud significantly increases the cost of health care. If you are aware of any false information submitted to Delta Dental, please call our toll-free hotline. We only accept anti-fraud calls at this number.**

**ANTI-FRAUD TOLL-FREE HOTLINE:  
(800) 524-0147 (TTY Users call 711)**

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**Network Health Medicare Advantage Plans include MSA, HMO, and PPO plans with a Medicare contract. Enrollment in Network Health Medicare Advantage Plans depends on contract renewal.**

This section provides a list of dental procedures covered by your plan. If a procedure is not on this list, it is not a standard covered benefit under your plan. Standard benefit limitations under these programs are listed where applicable in the Benefit Limitations column. Some services share frequencies. Additional information on the frequency limitations can be found in Section VII of your Delta Dental Certificate. The May Require Review or Documentation column identifies whether a procedure may require diagnostic information or may be routinely reviewed.

Code	Description	Plan pay for Delta Dental Medicare Advantage Dentist	Plan pay for Nonparticipating (out-of-network) Dentist	Benefit Limitations
<b>D0100-D0999 Diagnostic</b>				
D0120	periodic oral evaluation - established patient	100%	100%	Once per calendar year
D0140	limited oral evaluation - problem focused	100%	100%	As needed for diagnosis of emergency condition
D0150	comprehensive oral evaluation - new or established patient	100%	100%	Once per 36 months
D0160	detailed and extensive oral evaluation - problem focused, by report	100%	100%	Once per 36 months
D0180	comprehensive periodontal evaluation - new or established patient	100%	100%	Once per calendar year
D0190	screening of a patient	100%	100%	Once per calendar year
<b>D1000-D1999 Preventive</b>				
D1110	prophylaxis - adult	100%	100%	Once per calendar year
<b>D4000-D4999 Periodontics</b>				
D4346	scaling in presence of generalized moderate or severe gingival inflammation - full, mouth after oral evaluation	100%	100%	Included in the cleaning frequency of once per calendar year

**Office Visit Fee -**

Delta Dental Medicare Advantage Dentist: \$30 is payable by the member for every dental office visit when treatment is received that includes D