



MediExcel Dental Plan

**750 Medical Center Court, Suite 2
Chula Vista, CA 91911
Toll-Free Telephone (855) 633-4392**

**Combined Evidence of Coverage & Disclosure Form for
Dental Plans**

D100 HMO Plan, D200 HMO Plan

Effective 01/01/2024

**This Health Plan may be limited in benefits, rights, and
remedies under U.S. Federal and State Law.**

www.mediexcel.com

Combined Evidence of Coverage & Disclosure Form (EOC)

PLEASE READ THE FOLLOWING IMPORTANT NOTICES ABOUT THIS DENTAL PLAN

This EOC constitutes only a summary of the dental plan. The dental plan contract must be consulted to determine the exact terms and conditions of coverage.

Notice About This Group Dental Plan: MediExcel Health Dental Plan makes this plan available to employees through a contract with the employer. The Group Subscriber Agreement (*Contract*) includes the terms in this EOC, as well as other terms. A copy of the contract is available upon request. A *Summary of Benefits & Coverage* is provided with and is incorporated as part of the EOC. The *Summary of Benefits & Coverage* sets forth the member's share-of-cost for Covered Services under the benefit Plan.

Please read this EOC carefully and completely to understand which services are covered services, and the limitations and exclusions that apply to the Plan.

MediExcel Health Plan provides a matrix summarizing key elements of this Dental Plan at the time of enrollment. This matrix allows individuals to compare the dental plans available to them. The EOC is available for review prior to enrollment in the Plan.

For questions about this Plan, please contact MediExcel's Member Services at (855) 633-4392, or (664) 633-8555 if dialing from Mexico.

Notice About Plan Benefits: no member has the right to receive benefits for services or supplies furnished following termination of coverage, except as specifically provided under the *Extension of Benefits* provision, and when applicable, the *Continuation of Group Coverage* provision in this EOC.

Benefits are available only for services and supplies furnished during the term this health plan is in effect and while the individual claiming benefits is actually covered by this group contract.

Benefits may be modified during the term as specifically provided under the terms of this EOC, the group contract, or upon renewal. If benefits are modified, the revised benefits (*including any reduction in benefits or the elimination of benefits*) apply for services or supplies furnished on or after the effective date of modification.

Notice About Contracted Providers: MediExcel Dental Plan contracts with dental professionals to provide services to members for specified rates. This contractual arrangement may include incentives to manage all services provided to members in an appropriate manner consistent with the contract. To learn more about this payment system, contact Member Services.

Notice of Going Green - Paperless Initiatives and Member Communications: MediExcel Health Plan has incorporated workflow processes and digital forms to improve efficiency, and reduce paper and postal expenses by using electronic distribution (*email*) and pdf files of documents. The member is assumed to consent to these paperless workflow processes and formats. The member can opt out of one or more of these processes and digital forms by notifying Member Services.

MediExcel Health Plan established a Patient Portal for secure electronic communication between the member and MediExcel Health Plan. An electronic file of the member's benefit plans, EOC, SBC, IRS 1095-B Tax Form, and all applicable health plan notices shall be placed in the Patient Portal for easy retrieval by the member. To register, please go to the following link: <http://saludexcel.com/mediexcel/login> or contact MediExcel Health Plan Member Services at (855) 633-4392, (664) 633-8555 if dialing from Mexico, or by email at memberservices@mediexcel.com.

Notice About Medical Necessity: Benefits are only available for services and supplies that are medically necessary. MediExcel Dental Plan reserves the right to review all claims to determine if a service or supply is medically necessary. A physician or other health care provider's decision to prescribe, order, recommend, or approve a service or supply does not, in itself, make it medically necessary.

Notice About Confidentiality of Personal and Health Information: MediExcel Dental Plan protects the privacy of individually identifiable personal information, including protected health information. Individually identifiable personal information includes health, financial, and/or demographic information, such as name, address, and social security number. MediExcel Dental Plan will not disclose this information without authorization, except as permitted or required by law.

A STATEMENT DESCRIBING MEDIEXCEL HEALTH PLAN'S POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST.

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HOW TO USE MEDIEXCEL DENTAL PLAN

This booklet is your **Dental Plan Evidence of Coverage**. It explains what MediExcel Dental Plan covers and does not cover. Please read this booklet carefully, including the sections that apply to your special health care needs. Also read your **Summary of Benefits and Coverage** on page A-1, which lists copays and other fees. There are many references to “health care” and “health plan” in this booklet which have a similar meaning as “dental care” and “dental plan.”

MediExcel Health Plan is a licensed HMO Plan that has received regulatory approval to offer dental coverage, which is known as MediExcel Dental Plan. MediExcel Dental Plan is a *group dental insurance*. *Group dental insurance* is insurance that you get through a group, such as an employer. MediExcel is special as you receive your dental care in Mexico, except for emergencies and urgent care which are covered worldwide. Even if you have belonged to a dental plan before, take some time to learn about MediExcel Dental Plan. This chapter tells you about:

-) How to contact MediExcel Dental Plan
-) Your MediExcel ID
-) MediExcel Dental Plan service area
-) MediExcel Dental Plan network
-) Your dentist and dental group
-) Language & communication assistance
-) How to get dental care when you need it
-) Referrals & pre-approvals (*prior authorization*)
-) Emergency & urgent dental care
-) Care when you are away from home
-) Costs
-) If you have a problem

How to Contact MediExcel Dental Plan

Our Member Services Department is here to help you 24/7. Our staff is bilingual (*English and Spanish*) and has interpreters available for other languages. Call us if:

-) You have a question or a problem.
-) You need a new dentist.
-) You need to obtain or replace your MediExcel ID.

MediExcel Member Services

-) **Telephone:** In the U.S., call (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico. For our TTY line for the hearing impaired, call (800) 241-1823 toll-free.
-) **Mail:** MediExcel Dental Plan
750 Medical Center Court, Suite 2
Chula Vista, CA 91911
-) **Visit:** 750 Medical Center Court, Suite 2 Chula Vista, CA 91911
Monday – Friday 8:00 am – 5:00 pm

) **Online:** www.mediexcel.com

Your MediExcel ID Card

Your temporary ID will arrive inside your new member packet. During your first visit to our facilities in Mexico, each enrolled member can obtain a permanent ID. You can also visit our Member Enrollment Center in Chula Vista. Show your ID Card whenever you get dental care.



Front Side



Reverse Side

MediExcel Dental Plan Service Area & General Qualifications

MediExcel Dental Plan has a service area. This is the area in which MediExcel Dental Plan provides dental care coverage which consists of the border cities of Tijuana, Tecate, and Mexicali, Baja California, Mexico. You (*the employee*) must be a Mexican National and work in the Counties of San Diego or Imperial to become a member of MediExcel Dental Plan. You must receive all dental care services within the MediExcel Dental Plan service area unless you need emergency or urgent care. **If you reside in the U.S. and you and your enrolling dependents do not have the proper documentation to cross into Mexico and return to the U.S., you cannot enroll in MediExcel Dental Plan.** If you no longer work in San Diego County or Imperial County, you must inform MediExcel Dental Plan. Your dependents regardless of their nationality may also enroll in MediExcel Dental Plan (*see page EOC-30*). If your dependents do not reside with you, they must reside within the MediExcel Dental Plan service area to be eligible to enroll.

Mexican Dental Plan Care Standards

Legal requirements for and generally accepted practice standards of dental care in Mexico are different than those of California or elsewhere in the United States. Therefore, the care to be received through providers in Mexico within the MediExcel Dental Plan network will be care that is consistent with generally accepted dental care standards of Mexico, not of California. MediExcel Dental Plan contracts only with providers who meet all applicable laws, licensing requirements, and professional standards of Mexico, and who provide their services in accordance with the generally accepted standards of the organized dental community relating to professional dental care services in Mexico. Any member who is not completely comfortable with the standards of care for the practice of medicine and dental care in Mexico should not enroll in the MediExcel Dental Plan.

MediExcel Dental Plan Network

Our dental network is all the dentists and other dental providers that MediExcel Dental Plan has contracts with.

- You must get your dental care from your dentist and other dental providers who are within the network. Our *Provider Directory* is available on our at www.mediexcel.com. If you require a printed copy, call (855) 633-4392 toll-free, (664) 633-8555 if dialing from México.
- If you go to a provider outside the network, you will have to pay all the costs, unless you received pre-approval from MediExcel Dental Plan, *or* you had an emergency *or* you needed urgent care away from home.
- If you are new to MediExcel Dental Plan or MediExcel Dental Plan ends your provider's contract, you can continue to see your current dentist or other dental care provider in some cases. This is called *Continuity of Care* (see page EOC-15.)

Your Dentist & Dental Group (see page EOC-13)

When you join MediExcel Dental Plan, you need to choose a dentist (*also called a primary care dentist or PCD.*) This dentist provides your basic dental care and coordinates the care you need from other providers.

Your dentist and most of the dental specialists you see are usually within the same dental group. A *dental group* is a group of dentists and other dental providers who have a business together.

Language & Communication Assistance (see page EOC-12)

It is important that you communicate with MediExcel Dental Plan and with your dental providers. All MediExcel Member Services Representatives are fluent in Spanish and English. If Spanish is not your first language, MediExcel Dental Plan provides interpretation services and translation of certain written materials.

- To ask for language services, call MediExcel Dental Plan at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico.
- If you have a preferred language to communicate in, other than Spanish or English, MediExcel Dental Plan will arrange for interpreter services during your telephone call to MediExcel Dental Plan. Call (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico.
- If you are deaf, hard of hearing, or have a speech impairment, you may also receive language assistance services by calling the Deaf and Disabled Telecommunications Program at 711 which can facilitate communications with MediExcel Dental Plan. See page EOC-59.

How to Get Dental Care When You Need It

Please contact your dentist first for all your dental care unless it is an emergency.

- You usually need a referral and pre-approval to get dental care from a provider other than your dentist. See the next section.
- The care must be medically necessary for your health. Your dentist and MediExcel Dental

Plan follow guidelines and policies to decide if the care is medically necessary. If you disagree with MediExcel Dental Plan about whether a service you want is medically necessary, you can request an *Independent Medical Review*. See page EOC-44.

- The care must be a service that MediExcel Dental Plan covers, (*covered services are also called benefits*.) To see what services MediExcel Dental Plan covers, see the “*Summary of Benefits*” on page A-1.

Referrals & Pre-approvals (see page EOC-13)

You need a referral from your dentist and pre-approval from MediExcel Dental Plan for most services. A pre-approval is also called *prior authorization*.

- Make sure your dentist gives you a referral and gets pre-approval if it is required.
- If you do not have a referral and pre-approval when it is required, you will have to pay all the cost of the service.

You usually need a referral and pre-approval to:

- See a dental specialist.
- Get most tests, treatments, and procedures.
- Go to a non-network dental provider — unless it is an emergency.
- Get a second opinion about a diagnosis or treatment.
- See a dentist who is not within the MediExcel Dental Plan network.

You do **not** need a referral and pre-approval to:

- See your dentist.
- Go to a dental facility for emergency dental care.
- Get urgent dental care.

Emergency Dental Care (see page EOC-24)

Emergency dental care is covered anywhere in the world.

- It is an emergency if you reasonably believe that not getting immediate dental care could be dangerous to your life or a part of your body.
- If you have an emergency, go to the nearest emergency dental facility or hospital regardless of whether the emergency care facility is in Mexico or the United States.
- If you can, go to a dental facility within the MediExcel Dental Plan network.
- Call our toll-free line at (855) 633-4392. If you are outside of the U.S., collect calls are accepted.
- If you receive emergency dental services outside the MediExcel Dental Plan provider network, you must let MediExcel Dental Plan know within 48 hours, or as soon as you can.
- Go to your dentist for follow-up care. Do not go back to the dentist who provided emergency dental services for follow-up.

Urgent Dental Care (see page EOC-25)

Urgent dental care is care that you need soon to prevent a serious dental problem. Urgent dental care is covered anywhere in the world.

- For Urgent Dental Care needs while you are within the Plan service area, go to a Plan Dental Center. All Plan Dental Centers are open 7 days a week.
- For Urgent Dental Care needs outside the Plan service area; these urgent dental care facilities require higher copays and may have limitations in services and hours of operation.
- If you have an urgent dental care matter and want to speak with a MediExcel Dental Plan dentist over the telephone or through video communication, call MediExcel Dental Plan at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico. You will talk with an urgent care representative who will coordinate your telephone or video call with an Urgent Care dentist. There is no copay for this service.

Care When You Are Away from Home *(see page EOC-25)*

- Only emergency and urgent dental care services are covered.
- If you receive emergency dental care or urgent dental care, you must inform MediExcel Dental Plan know within 48 hours, or as soon as possible.
- If special circumstances arise, call MediExcel Dental Plan at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico.

Costs *(see “Summary of Benefits & Coverage” on page A-1 and “What You Pay” on page EOC-8)*

- The **premium** is what you and/or your employer pay each month to MediExcel Dental Plan to keep coverage.
- **Copay (copayment)** is the amount that you must pay each time you see a dentist or get other covered services.
- After you pay your copay, MediExcel Dental Plan pays the rest of the cost of the service, as long as the service you get is a covered benefit.

If You Have a Problem with MediExcel Dental Plan *(see page EOC-43)*

- If you have a problem with MediExcel Dental Plan, you can file a complaint *(also called an appeal or a grievance)* with MediExcel Dental Plan.
- If you disagree with MediExcel Dental Plan’s decision about your complaint, you can get help from the State of California Department of Managed Health Care HMO Help Center. The HMO Help Center can help you apply for an Independent Medical Review (*IMR*) or file a complaint.

WHAT YOU PAY

This chapter tells you about your costs with MediExcel Dental Plan. The costs you pay may include:

- Premiums
- Copays (*copayments*)

This chapter also tells you what you need to do if:

- You have to pay for care at the time you get it.
- You have more than one health plan (*Coordination of Benefits.*)

Premiums

A *premium* is the amount that MediExcel Dental Plan charges each month for dental care. Usually, your employer pays part of the premium, and you pay the rest.

- The amount you pay is usually taken out of your paycheck each month. If you have questions about your premium, ask your employer, or call MediExcel Dental Plan at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico.
- If the premium changes, MediExcel Dental Plan will let your employer know in writing at least 30 days before the change. Usually, the premium changes only when your employer renews its contract with MediExcel Health Plan.

Copay (*Copayment*)

A *copay* is the amount that you pay each time you see a dentist within the MediExcel Dental Plan network or get services. You have to pay a copay for most dental services you get.

- You must pay the copay when you get the service.
- Different types of services may have different copay amounts.
- The copay amounts are listed in the “*Summary of Benefits & Coverage*” on page A-1.

If You Have to Pay for Care at the Time You Receive It (*Reimbursement Provisions*)

There may be times when you have to pay for your dental care at the time you receive it. For example, if you get emergency or urgent dental care from a provider who is not in the MediExcel Dental Plan network, you may have to pay for the service at the time you get care.

Ask the provider to bill MediExcel Dental Plan directly. If that is not possible, you will have to pay and then ask MediExcel Dental Plan to reimburse you (*pay you back.*) MediExcel Dental Plan will reimburse you as long as the dental care you get is a Covered Service and you can present substantiating documentation.

How To Get Reimbursed

You must ask MediExcel Dental Plan to reimburse you.

- We must receive your request no later than 180 days after you get the services unless you show that you could not reasonably file your request within this time period.
- Only Covered Benefit Services will be considered for reimbursement.
- You must include a copy of the bill, a receipt for your payment, and supporting documentation such as medical records indicating the dental services rendered.
- If the reimbursement request is for services rendered in Mexico, please include a copy of the “factura” and ensure that the “factura” is made out in the name of “Medi-Excel, S.A. de C.V. with RFC# “MED091108FY4” and the official address, “Avenida Paseo de Los Héroes 2507, Zona Río Tijuana, Baja California 22320.”
- Under Mexican law, all businesses, including health care providers, are required to provide the client a “factura” for all financial transactions. If you are uncertain or have any questions while you are with the Mexican provider, please call Member Services at (664) 633-8555 and we can help you explain it to the provider.
- Send your request to:

MediExcel Dental Plan	MediExcel Dental Plan
750 Medical Center Court, Suite 2	Av. Paseo de los Héroes 2507, Zona Río
Chula Vista, CA 91911	Tijuana, B.C., C.P. 22320
- You may also email your request to: claims@mediexcel.com
- You still have to pay the normal copay for the dental care you received.
- Reimbursement for approved charges will be mailed within 30 business days of receipt of complete documentation.

If You Have More Than One Dental Plan (*Coordination of Benefits*)

Some people have more than one dental plan or health insurance policy. If you do, MediExcel Dental Plan must coordinate your benefits with your other policy. Contact MediExcel Dental Plan and your other policy before you receive dental services to inform each Plan of the other.

- You must inform your dentist and other dental providers about any other dental plan you or members of your family have.
- The total amount paid by all the Plans together will never be more than the total cost of the services.
- You still need to follow each Plan’s policies for using network providers and getting referrals and pre-approvals.

Contracted Dental Providers

All of the dental providers within the MediExcel Dental Plan network are contracted by MediExcel

Dental Plan and are obligated to provide professional dental care services to members in accordance with professional standards. Additionally, in the event that MediExcel Dental Plan fails to pay the contracted provider for any claims for covered benefit services by members, the members shall not be liable to the contracted provider for any sums owed by MediExcel Dental Plan.

SEEING A DENTIST & OTHER DENTAL PROVIDERS

MediExcel Dental Plan has a network that includes many dentists and specialty dentists. Your dentist coordinates most of your dental care. Your dentist will refer you to dental specialists.

This chapter tells you about:

- Your choice of dentists and dental providers
- Language and communication assistance
- Choosing a dentist
- Referrals and pre-approval (*prior authorization*)
- Getting a second opinion
- Keeping a dentist or other provider you go to now (*continuity of care*)

Your Choice of Dentists and Dental Providers – *MediExcel Provider Directory*

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS DENTAL CARE MAY BE OBTAINED.

The *Provider Directory* lists all the dentists and other dental providers within the network.

- You must get all your dental care from providers within the MediExcel Dental Plan network unless you get emergency or urgent dental care, or MediExcel Dental Plan pre-approves a visit to a dental provider who is not in our network.
- The *Provider Directory* (www.mediexcel.com) is updated daily or whenever there are any provider changes.
- MediExcel Dental Plan makes sure that there are always enough providers within the network, so you can get the care you need.
- To get the latest *Provider Directory*, visit our website at www.mediexcel.com, click on the *Member* tab and scroll to *Find a Doctor*, or call Member Services at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico.

Language & Communication Assistance

Communicating with MediExcel Dental Plan and with your providers is important. All MediExcel Dental Plan Member Services Representatives are fluent in Spanish and English. If Spanish is not your first language, MediExcel Dental Plan provides interpretation services and translation of certain written materials.

- To ask for language services call MediExcel Dental Plan at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico.
- If you have a preferred language to communicate in, other than Spanish or English, MediExcel Dental Plan will arrange for interpreter services during your telephone call or visit to MediExcel Dental Plan. Call (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico.
- MediExcel Dental Plan provides aids and services at no cost to people with disabilities to communicate effectively with us such as qualified sign language interpreters and written

information in other formats (*including large print, audio, accessible electronic formats, and other formats.*)

- If you are deaf, hard of hearing, or have a speech impairment, you may also receive language assistance services by calling the Deaf and Disabled Telecommunications Program at 711 which can facilitate communications with MediExcel Dental Plan. *See page EOC-59.*

Choosing a Dentist

Your dentist gives you your basic dental care and coordinates the dental care you need from other providers. When you first join MediExcel Dental Plan, you may choose a dentist (*also called a primary care dentist, or PCD.*)

- When you need to see a dental specialist, your dentist gives you a referral.
- When you need dental care, call your dentist first—unless it is an emergency.
- If your dentist cannot see you, another dentist within the provider directory will see you.
- Each family member may have a dentist. Each family member can choose a different dentist.
- If you do not choose a dentist, MediExcel Dental Plan will choose one for you. You can change your dentist at any time and for any reason.
- The *Provider Directory* (www.mediexcel.com) has an updated listing of all MediExcel Dental Plan providers.

Tips: Selecting A Dentist

- Look for a dentist you feel comfortable with and can talk to about all your dental health concerns. Think of your dentist as your partner in your dental care.
- Look for a dentist who is easy to get to from your home or office.
- Ask friends for the names of dentists they like.

How to Change Your Dentist

To change your dentist, call MediExcel Dental Plan at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico.

- Give the dentist's name and why you want to change dentists.
- Say which dentist you want, or ask Member Services to choose a new dentist for you.
- You can start seeing your new dentist immediately.

Referrals & Pre-approvals (*Prior Authorization*)

- To see a dental specialist or another provider, you usually need a referral from your dentist and pre-approval from MediExcel Dental Plan.
- If you do not get the required referral and pre-approval and you get the service or treatment from a specialist or another provider, you will have to pay all the costs.

The Pre-Approval Process

Your dentist usually asks MediExcel Dental Plan for pre-approval. The dental care you want must be a Covered Benefit, and it must be Medically Necessary for your health. MediExcel Dental Plan uses medical guidelines and policies to decide whether to approve or deny a referral.

- It can take up to 5 business days to get a pre-approval, depending on your dental condition and the treatment you need.
- If your dental problem is urgent, MediExcel Dental Plan may take up to (24 hours) to decide, depending on your dental condition and the treatment you need.
- MediExcel Dental Plan will tell your provider what we decide within 24 hours after making a decision.
- MediExcel Dental Plan will send you and your provider a letter within 5 business days after MediExcel Dental Plan has decided whether to approve or deny your request.
- Sometimes more information or other tests may be needed before MediExcel Dental Plan can make a decision. MediExcel Dental Plan will tell your provider as soon as we know that more information or tests are needed. We will tell your provider no later than 5 business days after we receive the request for pre-approval (*or within 24 hours if your health problem is urgent.*)

Your Dentist Makes A Referral

- Your dentist may give you a written referral or may send the referral directly to the other dental provider. Your dentist will give you the name and phone number of the dental specialist or other provider you will see.
- To make the appointment, call MediExcel Dental Plan at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico.

You Do NOT Need a Referral, Nor Pre-Approval To

- See your dentist.
- Get emergency or urgent dental care services. See “*Emergency Dental Care*” on page EOC-24 and “*Urgent Dental Care*” on page EOC-25.
- Get preventive dental care once a year for a cleaning and fluoride treatment.

Getting A Second Opinion

You may ask for a second opinion from another dentist about a condition that your dentist diagnoses or about a treatment that your dentist recommends. Below are some reasons you may want to ask for a second opinion:

- You have questions about surgery or treatment your dentist recommends.
- You have questions about a diagnosis for a serious chronic dental or medical condition.
- There is disagreement regarding your diagnosis or test results.
- Your dental health is not improving with your current treatment plan.
- Your dentist is unable to diagnose your problem.

How to Request A Second Opinion

You must request pre-approval from MediExcel Dental Plan to get a second opinion.

- You can ask for a second opinion from another dentist in your dentist's dental group or from any dental specialist within the MediExcel Dental Plan network.
- The section called "*The Pre-Approval Process*" on page EOC-14 explains how to request pre-approval.

Keeping a Dentist or Other Provider You Go to Now (*Continuity of Care*)

You may have to find a new dental provider when you join MediExcel Dental Plan if the dental provider you have now is not within the network. Or, you may have to find a new dental provider if you are already a member of MediExcel Dental Plan and your provider's contract with MediExcel Dental Plan ends. However, in some cases, you may be able to keep going to the same dental provider to complete a treatment or to have treatment that was already scheduled.

- This is called *Continuity of Care*.
- You can keep your dental provider **only** if you have certain dental problems or conditions.
- To keep a provider, you must call MediExcel Dental Plan at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico to ask for *Continuity of Care*. Your provider must agree to keep you as a patient. The provider must also agree to MediExcel Dental Plan's usual terms and conditions for contracting providers.
- For more information about whether you may request *Continuity of Care*, or to obtain a copy of the MediExcel Dental Plan *Continuity of Care policy*, call MediExcel Dental Plan at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico.
- If you are new to MediExcel Dental Plan, you may not be eligible for *Continuity of Care* with your provider if:
 - You were offered a dental plan (*such as a PPO*) where you can see out-of-network providers, or
 - You had the option to continue with your previous dental plan or provider and you voluntarily chose to change to MediExcel Dental Plan.

Timely Access to Care

MediExcel Dental Plan commits to provide you with your Covered Dental Care Services in a timely manner appropriate for the nature of your condition consistent with good professional practice. We will ensure that all processes necessary to provide your covered dental care services are completed in a timely manner appropriate for your dental condition. When it is necessary for a provider to reschedule an appointment, the appointment shall be promptly rescheduled in a manner that is appropriate for your dental care needs.

MediExcel Dental Plan commits to providing availability of licensed dental care providers to offer enrollees appointments that meet the following timeframe standard:

Service Categories	Standard
) Urgent care appointments in the U.S.	Same day

Notice of the Availability of Interpreter Services: All MediExcel Member Services and Telephone Triage/Screening Services Representatives are fluent in Spanish and English. If you have a preferred language to communicate in, other than Spanish or English, MediExcel Dental Plan will arrange for interpreter services during your telephone call to MediExcel Dental Plan. Call (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico.

YOUR BENEFITS

This section tells you about the dental care benefits, also called services, that MediExcel Dental Plan covers, as well as what you will need to do before you get dental care.

- **For most services, you must get a referral from your dentist. For many services, you also need pre-approval from MediExcel Dental Plan.**
- **Make sure that your dentist gets a referral and pre-approval from MediExcel Dental Plan for services that require them.** If you do **not** have the required referral and pre-approval, you will have to pay all the costs of the doctor's visit, test, or treatment.

Dental Benefits Discussed in This Chapter:

1. Diagnostic Dental Services	7. Oral Surgery
2. Preventive Dental Services	8. Adjunctive Dental Services
3. Restorative Dental Services	9. Orthodontic Services
4. Endodontic Dental Services	10. Emergency Dental Services
5. Periodontic Dental Services	11. Urgent Dental Services
6. Prosthodontic Dental Services	

1. Diagnostic Dental Services

Diagnostic dental services are those that are used to diagnose your dental condition and evaluate necessary dental treatment. See the *Summary of Benefits* on page A-1 for the services and copays.

MediExcel Health Plan Covers These Services

- Office visits to your dentist
- Diagnostic dental services when they are necessary for your dental health in accordance with professionally recognized standards of practice.
- Dental treatment plan
- Dental x-rays

MediExcel Health Plan Does NOT Cover These Services

- Diagnostic dental services that are exclusively for non-covered services.

Limitations

- Bitewing x-rays are limited to no more than one series of four films in any six-month period.
- Full mouth x-rays are limited to once every 24 months.

2. Preventive Dental Care

Preventive dental care services are those that are used to maintain a good dental condition or to prevent the deterioration of a dental condition. See the *Summary of Benefits* on page A-1 for the services and copays.

MediExcel Dental Plan Covers Periodic Checkups & Care to Prevent Problems

- You do not need a referral from your dentist or pre-approval from MediExcel Dental Plan for most of these services.
- You can make an appointment for these services any time you think you need dental care.

MediExcel Dental Plan Covers These Services

- Office visit to your dentist
- Preventive checkups and periodic screenings
- Dental preventive services consisting of cleaning, fluoride treatment, and oral hygiene instruction
- Space maintainers – passive appliances designed to prevent tooth movement

MediExcel Dental Plan Does NOT Cover These Services

- Exams that you need only to get work, go to school, play a sport, or get a license or professional certification
- Services that are ordered for you by a court, unless they are medically necessary and covered by MediExcel Dental Plan

Limitations

- Fluoride treatments are covered with up to two treatments per calendar year, up to the 18th birthday.

3. Restorative Dental Care

Restorative dental care services are those that are used to repair and restore the natural teeth to a healthy condition. See the *Summary of Benefits* on page A-1 for the services and copays.

MediExcel Dental Plan Covers These Services

- Amalgam and resin-based composite restorations
- Crowns – single restoration only
- Other restorative services
 - Re-cementation of crowns
 - Prefabricated stainless steel and resin crowns
 - Sedative filling – temporary restoration intended to relieve pain.
 - Post and core buildup.

MediExcel Dental Plan Does NOT Cover These Services

- Cosmetic dental care
- Replacement of amalgam restorations with different materials, solely to eliminate the presence of amalgam.
- Restorations of natural teeth other than those noted herein
- Consultations for non-covered benefits

Limitations

- Crowns, Jackets, Inlays, and Onlays are benefits on the same tooth only once every five years and are consistent with professionally recognized standards of dental practice.
- Porcelain crowns, porcelain fused to metal or resin with metal-type crowns and fixed partial dentures (*bridges*) for children under 16 years of age.

4. Endodontic Dental Care

Endodontic dental services are procedures that involve treatment of the pulp, root canal, and roots. See the *Summary of Benefits* on page A-1 for the services and copays.

MediExcel Dental Plan Covers These Services

- Pulp capping – procedure in which exposed, or nearly exposed pulp is covered with a dressing that protects the pulp and promotes healing and repair.
- Pulpotomy – removal of a portion of the pulp to maintain the vitality of the remaining portion by means of a dressing.
- Root canal therapy – the treatment of diseases and injuries of the pulp and the root canal, and placement of the root canal filling.
- Apicoectomy – a surgical procedure to repair the damage to the root surface.

MediExcel Dental Plan Does NOT Cover These Services

- Root Canal on deciduous teeth

Limitations

- For Pulpotomy – benefits are allowed only on primary and permanent teeth
- Root canal therapy on primary teeth is not a covered benefit unless there is no permanent successor

5. Periodontic Dental Care

Periodontic dental services are those procedures that involve the treatment of the gum and bone supporting the teeth and the management of gingivitis (*gum inflammation*) and periodontitis (*gum disease*.) See the *Summary of Benefits* on page A-1 for the services and copays.

MediExcel Dental Plan Covers These Services

- Periodontal scaling and root planing
- Gingivectomy
- Osseous surgery
- Periodontal maintenance

MediExcel Dental Plan Does NOT Cover These Services

- Periodontal splinting/grafting is not covered.

Limitations

- Periodontal Scaling and Root Planing are allowable only when the need can be demonstrated radiographically and/or by pocket charting. There is a maximum benefit of four quadrants per calendar year.
- Periodontal maintenance is allowed following active periodontal therapy once every six months.

6. Prosthodontics Dental Care

Removable prosthodontics is the replacement of lost teeth by a removable prosthesis and the maintenance of those appliances. *Fixed prosthodontics* is the replacement of lost teeth by a fixed prosthesis. See the *Summary of Benefits* on page A-1 for the services and copays.

MediExcel Health Plan Does Cover These Services

Removable Prosthesis

- Complete and partial dentures
- Tooth additions and repair to existing dentures
- Replacement of missing or broken denture teeth, and repairs to the denture base.
- Denture reline and rebase
- Interim prosthesis

Fixed Partial Prosthesis

- Fixed partial denture pontics (*an artificial tooth on the fixed partial denture.*)
- Abutment crowns (*an artificial crown made to support a Fixed Partial Denture.*)
- Fixed partial denture services.
 - Recementation of Fixed Partial Dentures.
 - Post and Core Buildup.

MediExcel Dental Plan Does NOT Cover These Services

- Replacement of lost or stolen prosthetics or appliances including crowns, bridges, partial dentures, full dentures, and orthodontic appliances.
- Crowns, or bridgework that are lost, stolen or damaged due to member abuse, misuse, or neglect.
- Appliances needed to increase vertical dimension or restore occlusion.
- Precious metal for removable appliances, metallic or permanent soft bases for complete dentures, porcelain denture teeth, and precision abutments for removable partials or fixed partial dentures.

Limitations

- Replacement of an existing appliance will be covered if the appliance is over five years old.
- The replacement of permanent tooth/teeth for children under 16 years of age.
- Fixed bridges are not a benefit for enrollees under the age of 16. A fixed bridge under these circumstances is not considered a medically necessary treatment.

7. Oral Surgery

Oral surgery services are procedures that involve the extraction of teeth and other surgical procedures. See the *Summary of Benefits* on page A-1 for the services and copays.

MediExcel Dental Plan Covers These Services

- Surgical removal of erupted tooth
- Removal of the impacted tooth
- Incision and drainage of abscess
- Biopsy of oral tissue

MediExcel Dental Plan Does NOT Cover These Services

- Oral surgery requiring the setting of bone fractures or bone dislocations
- Hospitalization
- Oral surgery and procedures performed in connection with orthodontic treatment
- Extraction of teeth when teeth are asymptomatic/non-pathologic (*no signs or symptoms of pathology or infection*)
- Surgical removal of dental implants

8. Adjunctive Dental Services

Adjunctive Dental Services are ancillary services such as anesthesia during dental services, bleaching, etc. See the *Summary of Benefits* on page A-1 for the services and copays.

MediExcel Dental Plan Covers These Services

- Palliative treatment of dental pain
- Sedation/analgesia
- Occlusal adjustment

MediExcel Dental Plan Does NOT Cover These Services

- Adjunctive dental services that are performed solely to facilitate the performance of another non-covered service.

9. Orthodontic Dental Services

Orthodontic Dental Services are treatment to resolve malocclusion and establish optimal dental and facial esthetics. Orthodontic treatment may involve the transitional or permanent dentition.

See the *Summary of Benefits* on page A-1 for the services and copays.

MediExcel Dental Plan Covers These Services

- Orthodontic screening exam
- Diagnostic records
- Comprehensive orthodontic treatment for adolescents and adults

MediExcel Dental Plan Does NOT Cover These Services

- Lost, stolen, or broken appliances are not covered
- Extractions for orthodontic purposes (*will not be applied if extraction is consistent with professionally recognized standards of dental practice or arises in the context of an emergency dental condition.*)
- Temporomandibular joint syndrome (TMJ) surgical orthodontics
- Myofunctional therapy
- Treatment of cleft palate
- Treatment of micrognathia
- Treatment of macroglossia
- Orthodontic treatment started prior to the member's effective date of coverage
- Replacement of lost or stolen prosthetics or appliances including crowns, bridges, partial dentures, full dentures, and orthodontic appliances.
- Retreatment of orthodontic cases
- Changes in orthodontic treatment necessitated by accident of any kind
- Phase I Orthodontics, as well as activator appliances and minor treatment for tooth guidance and/or arch expansion. Phase I orthodontics is defined as early treatment including interceptive orthodontia prior to the development of the late mixed dentition.
- Composite or ceramic brackets, lingual adaptation of orthodontic band, and other specialized or cosmetic alternatives to standard fixed and removable orthodontic appliances.
- Transfer after banding has been initiated

Limitations

- All orthodontic services must be provided by a participating provider to be covered.
- The cost to an enrollee receiving orthodontic treatment whose coverage is canceled or terminated for any reason will be based on a maximum of \$1,400.00 for the treatment plan. The participating provider orthodontist will prorate the amount for the number of months remaining to complete treatment. The enrollee makes payment directly to the participating provider orthodontist as arranged. Should this contract be terminated by either party due to breach or non-renewal at the end of any applicable term, the provision of the above paragraph shall apply with respect to an enrollee being treated for orthodontic work which

is not completed at the date of termination. The enrollee's payment shall be no more than \$1,000.00.

- Orthodontic treatment in progress is limited to new MediExcel Dental Plan enrollees who, at the time of their original effective date, are in active treatment started under their previous employer-sponsored dental plan, and continue to be eligible under the MediExcel program.
- Three recementations or replacements of a bracket/band on the same tooth or a total of five rebracketings/rebandings on different teeth during the covered course of treatment are benefits.
- Comprehensive orthodontic treatment (*Phase II*) consists of repositioning all or nearly all of the permanent teeth in an effort to make the Enrollee's occlusion as ideal as possible.

10. Emergency Dental Care

Emergency dental care is care that you need right away.

- MediExcel Dental Plan covers emergency dental care anywhere in the world.
- It is an emergency if you reasonably believe that not getting immediate care could be dangerous to your life or a part of your body.

What To Do In A Dental Emergency

- In a dental emergency, go to the nearest emergency dental facility, regardless of whether the emergency dental facility is in Mexico or the United States.
- If you can, go to a dental facility that is within the MediExcel Dental Plan network.
- Always show your MediExcel Dental Plan membership card when you get emergency care.

If You Go to a Dental Facility That is Not in the MediExcel Dental Plan Network

- Emergency dental care is covered at any emergency dental facility, no matter where you are.
- Contact MediExcel Dental Plan within 48 hours or as soon as possible. Call MediExcel Dental Plan at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico.

What You Pay for Emergency Dental Care

- If you go to an Emergency Dental Facility, you will have a copay. See the “*Summary of Benefits*” on page A-1.
- If MediExcel Dental Plan decides that in your case a reasonable person would not seek emergency dental care, you will have to pay all of the cost. If you disagree with MediExcel Dental Plan, you can file a complaint. See “*If You Have a Problem with MediExcel Dental Plan*” on page EOC-43.

How To Get Follow-Up Dental Care After an Emergency

- Call your dentist for follow-up care. If you need to see a dental specialist for follow-up care, your dentist will give you a referral.
- **Do not** go back to the Emergency Dental Facility for follow-up care. If you get follow-up care from the Emergency Dental Facility, you will have to pay all of the cost of the follow-up care.
- **Do not** get follow-up care from a dentist who is not within the MediExcel Dental Plan network unless you have pre-approval from MediExcel Dental Plan. If you do not have the required pre-approval from MediExcel Dental Plan, you will have to pay all of the cost of the follow-up care.

11. Urgent Dental Care

Urgent dental care is care that you need soon to prevent a serious dental problem.

- MediExcel Dental Plan covers urgent dental care anywhere you are in the world.

How To Get Urgent Dental Care Within the MediExcel Dental Plan Service Area

- If you cannot reach your dentist, go to a Plan hospital. All Plan hospitals operate a 24-hour urgent care center for MediExcel Dental Plan members.
- If you have an urgent dental care matter and want to speak with a dentist over the telephone, call MediExcel Dental Plan at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico. MediExcel Dental Plan will arrange your telephone call with an urgent care doctor. There is no co-pay for this service.

How To Get Urgent Dental Care Outside the MediExcel Dental Plan Service Area

- You can go to any urgent dental care center, even if it is not listed in the provider directory.
- Always show your MediExcel ID card when you get urgent dental care.
- The dentist or urgent care center may bill MediExcel Dental Plan for the cost. Or they may ask you to pay the bill. If you pay the bill, you must ask MediExcel Dental Plan to reimburse you. You will have to pay the regular copay for urgent care. See *“If You Have to Pay for Care at the Time You Get It”* on page EOC-9.
- You should **not** go to an urgent care provider for preventive or routine services, unless pre-approved by MediExcel Dental Plan.
- If MediExcel Dental Plan decides that you did not need urgent dental care, you will have to pay all of the cost of the rendered dental care services.
- If you disagree with MediExcel Dental Plan, you can file an appeal. See *“If You Have a Problem with MediExcel Dental Plan”* on page EOC-43.
- If you have an urgent care matter and want to speak with a dentist over the telephone, call MediExcel Dental Plan at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from

Mexico. MediExcel Dental Plan will arrange your telephone call with an urgent care doctor. There is no copayment for this service.

How To Get Follow-Up Dental Care After Urgent Dental Care

- Call your dentist for follow-up care. If you need to see a dental specialist for follow-up care, your dentist will give you a referral.
- **Do not** get follow-up care from a dentist who is not within the MediExcel Dental Plan network unless you have pre-approval from MediExcel Dental Plan. If you do not have the required pre-approval from MediExcel Dental Plan, you will have to pay all of the cost of the rendered dental care services.

GENERAL EXCLUSIONS & LIMITATIONS

Exclusions and limitations are services and expenses that MediExcel Health Plan does NOT cover. The exclusions and limitations for each kind of benefit are also listed under the benefit in the chapter “*Your Benefits*” on page EOC-17.

This chapter tells you about:

- General exclusions & limitations
- Experimental & investigational treatments

General Exclusions & Limitations

MediExcel Dental Plan Will NOT Cover

- Any procedure not specifically listed as a Covered Benefit.
- Care you get from a non-network dentist unless you have pre-approval from MediExcel Dental Plan, or you need urgent dental care and are outside the MediExcel Dental Plan service area.
- Services that are ordered for you by a court unless they are dentally necessary and covered by MediExcel Dental Plan.
- The cost of copying your dental records, (*this cost is usually a small fee per page.*)
- Expenses for travel, such as taxis and bus fare, to see a dentist or get dental care.
- Any treatment requested, or appliances made, which are either not necessary for maintaining or improving dental health, or are for cosmetic purposes unless otherwise a Covered Benefit.
- Costs for non-dental services related to the provision of dental services in hospitals, extended care facilities, or a member’s home are not covered.
- Treatment started before the member was eligible, or after the member was no longer eligible.
- Procedures, appliances, or restorations to correct congenital, developmental, or medically induced dental disorder, including but not limited to: myofunctional, (*e.g., speech therapy*) myoskeletal, or temporomandibular joint dysfunctions, (*e.g., adjustments/corrections to the facial bones*) unless otherwise covered as an orthodontic benefit.
- Procedures which are determined not to be medically necessary consistent with professionally recognized standards of dental practice.
- Treatment of malignancies, cysts, or neoplasms.
- Any procedure that in the professional opinion of the contract dentist has a poor prognosis for a successful result and reasonable longevity based on the condition of the tooth or teeth and/or surrounding structures.
- Prescription drugs
- Ambulance
- Procedures, appliances, or restoration if the purpose is to change vertical dimension, or to diagnose or treat abnormal conditions of the temporomandibular joint (*TMJ*.)

- An initial treatment plan which involves the removal and reestablishment of the occlusal contacts of 10 or more teeth with crowns, onlays, fixed partial dentures, (*bridges*), or any combination of these is considered to be full mouth reconstruction under MediExcel Dental Plan. Crowns, onlays and fixed partial dentures associated with such a treatment plan are not covered benefits. This exclusion does not eliminate the benefit for other covered services.
- Myofunctional therapy

General Limitations

- If a porcelain margin is also chosen by the enrollee for a covered porcelain fused-to-metal crown, the maximum additional cost for this laboratory upgrade is \$75.00.
- The replacement of an existing inlay, onlay, crown, fixed partial denture (*bridge*), or a removable full or partial denture is covered when the existing restoration/bridge/denture is no longer functional and cannot be made functional by repair or adjustment, **and** either of the following:
 - The existing non-functional restoration/bridge/denture was placed three or more years prior to its replacement, **or**
 - If an existing partial denture is less than three years old, but must be replaced by a new partial denture due to the loss of a natural tooth, which cannot be replaced by adding another tooth to the existing partial denture.
- A fixed bridge is considered standard dental treatment when it is necessary to replace one missing permanent anterior tooth in a person 16 years old or older. Such treatment will be covered if the patient's oral health and general dental condition permits. Fixed bridges used to replace missing posterior teeth are considered optional when the abutment teeth are medically sound and would be crowned only for the purpose of supporting a pontic.
- A fixed bridge used under these circumstances is considered optional dental treatment. Fixed bridges are not a benefit when provided in connection with a partial denture on the same arch. If provided, it is considered an optional treatment. Replacement of an existing nonfunctional bridge is limited to once in a three-year period and shall be covered only when the replacement duplicates the original bridge.
- Interim partial dentures, (*stayplates*) in conjunction with fixed or removable appliances, are limited to the replacement of extracted anterior teeth for adults during a healing period when the teeth cannot be added to an existing partial denture **or**
- Benefits provided by a pediatric dentist are limited to children through age seven following an attempt by the assigned contract dentist to treat the child and upon prior authorization by MediExcel Dental Plan, less applicable copayments. Exceptions for medical conditions, regardless of age limitation, will be considered on an individual basis.
- An optional procedure is defined as any alternative procedure presented by the participating provider that satisfies the same dental need as a covered procedure, is chosen

by the enrollee, and is subject to the limitations and exclusions of the program. The applicable charge to the Enrollee is the difference between the participating provider's "filed fee" for the optional procedure and the "filed fees" for the covered procedure, plus any applicable copayment for the covered procedure. Optional treatment does not apply when alternative choices are benefits.

- General anesthesia/intravenous conscious sedation and the services of a special anesthesiologist except upon preauthorization by MediExcel Dental Plan for covered services only and receipt of a written authorization from the enrollee's physician for enrollees who have a disability, (*such as Down's Syndrome, Autism, Asperger's Syndrome, etc.*) that necessitates the use of anesthesia to provide treatment.
- The participating provider shall have the right to refuse treatment to an enrollee who continually fails to follow a prescribed course of treatment.
- If implants are utilized, MediExcel Dental Plan will allow the cost of a standard full or partial denture toward the cost of appliances constructed thereon (*optional treatment formula.*) The patient is responsible for the optional treatment fee if implants are used.

Experimental & Investigational Treatments

An *experimental* or *investigational* treatment is a treatment that is not currently accepted as standard healthcare practice.

- **In general**, MediExcel Dental Plan does not cover experimental or investigational treatments. If you request a treatment and MediExcel Dental Plan decides that the treatment is experimental or investigational, we will send you a denial letter within 5 days of your request.
- **However**, you may have the right to an Independent Medical Review (*IMR*) of MediExcel Dental Plan's denial. If the review is decided in your favor, MediExcel Dental Plan must cover the treatment you want.
 - The treatment you want must be for a life-threatening or seriously debilitating condition.
 - You do not have to file a complaint with MediExcel Dental Plan before you apply for an IMR.
 - The California Department of Managed Health Care (*DMHC*) oversees the IMR.
 - The IMR takes 30 days from the time DMHC receives your application and supporting documentation.
 - If your need for the treatment is urgent, ask DMHC for an expedited review. The IMR will take up to 7 days.

To apply for an IMR contact the DMHC's Health Plan Help Center:

- **Telephone:** 1-888-466-2219
- Staff are available 24 hours a day, every day, and can help you in many languages.
- There is no charge to call.

- **Online:** go to www.dmhc.ca.gov. The website has Independent Medical Review and complaint forms and instructions.
- Be advised that IMR is only available for medical services or services that are available due to enrollment in a related full-service medical plan, such as MediExcel Health Plan.

ENROLLING IN MEDIEXCEL DENTAL PLAN AND ADDING DEPENDENTS

Your MediExcel Dental Plan coverage is a group dental plan you get through your employer. This chapter tells you about:

- When you can join MediExcel Dental Plan
- Who can be on your dental plan (*who can be your dependent*)
- Adding new dependents
- Additional times you and your dependents can join MediExcel Dental Plan
- MediExcel Dental Plan (*pre-existing conditions*)
- Renewal of coverage (*renewal provisions*)

When You Can Join MediExcel Dental Plan

As an employee, you can enroll yourself and your dependents:

- At the end of any waiting period your employer requires.
- Once each year during the Open Enrollment period.
- Other special enrollment periods during the year. See “*Special Times You and Your Dependents Can Join MediExcel Dental Plan*” on page EOC-33.
- If you do not enroll yourself and your dependents when you first qualify for health benefits, you may have to wait until the next Open Enrollment period to join.

Who Can Be on Your Dental Plan (*Who Can Be Your Dependent*)

You can enroll the following family members on your dental plan. They are called your *dependents*. Talk to your employer to find out how much it costs to add dependents to your dental plan.

- **Your spouse**
- **Your domestic partner.** You must file a *Declaration of Domestic Partnership* with the Secretary of State.
- **Your children:** your own or those of your spouse or domestic partner
 - The children must be under the age of 26 who are not otherwise eligible for coverage on their own under an employer program. They may be your natural children, legally adopted children, or stepchildren.
 - A disabled child can be covered past age 26 if the child is unable to work, because of a physically or mentally disabling injury, illness, or condition. You must be the main source of support and maintenance for the child.
 - At least 90 days before coverage will end for a disabled child, MediExcel Health Plan will send you a written notice. You must show proof of disability and support within 60 days after you receive this notice. MediExcel Health Plan will tell you if the child can continue to be covered. You may be asked to show proof again once a year, starting two years after

the child reaches 26.

- MediExcel Dental Plan may also request proof if you are enrolling a disabled child for new coverage. You must provide the requested information within 60 days of the request. The child must have been covered as a dependent of you or your spouse under a previous dental plan at the time the child reached age 25. You may be asked to show proof again no more than once a year.
 - Additionally, a child or children under 19 years of age must not be enrolled in a MediExcel Health Plan Small Group Product. Such an enrolled child or children already have superior dental benefits under the Pediatric Dental Coverage component of their Essential Health Benefits in the MediExcel Health Plan Small Group Product.
- **Service Area Eligibility.** If your dependents do not reside with you, your dependents must reside or work within the MediExcel Dental Plan service area in order to be qualified to enroll.

Adding New Dependents

You can add the following new dependents at any time during the year:

- **A spouse.** If you marry, you can put your spouse on your dental plan.
 - MediExcel Dental Plan must receive a completed enrollment form within 30 days of the date of your marriage.
 - Ask your employer when benefits for your spouse will begin. It will be either on the date of your marriage or the first day of the month following the date MediExcel Dental Plan receives the completed enrollment form.
- **A domestic partner.** If you enter a domestic partnership, you can enroll your domestic partner on your dental plan.
 - MediExcel Dental Plan must receive a completed enrollment form within 30 days of the date you file a *Declaration of Domestic Partnership* with the Secretary of State, or within 30 days after you form the partnership according to your employer's rules.
 - Ask your employer when benefits for your domestic partner will begin. It will be either on the date your *Declaration of Domestic Partnership* is filed or the first day of the month following the date MediExcel Dental Plan receives the completed enrollment form.
- **A newborn child.** Your newborn child is covered on your dental plan for the first 30 days after birth.
 - To keep your newborn on your dental plan, MediExcel Dental Plan must receive a completed enrollment form within 60 days after the birth.
 - If you miss this deadline, your newborn will not have dental benefits after the first 30 days.
- **An adopted child.** A child that you and your spouse or domestic partner adopt or is placed for adoption with you is covered on your dental plan for the first 30 days after the

adoption is complete or the child is placed for adoption.

- To keep your adopted child on your health plan, MediExcel Dental Plan must receive a completed enrollment form within 60 days after the adoption or after the child is placed for adoption with you.
- If you miss this deadline, your adopted child or the child placed for adoption with you will not have dental benefits after the first 30 days.
- **A stepchild.** You may put a child of your spouse or domestic partner on your dental plan.
 - You must complete an enrollment form and send it to MediExcel Dental Plan within 30 days after the date of your marriage or your *Declaration of Domestic Partnership* with your stepchild's parent.
 - Ask your employer when benefits for your stepchild will begin. It is either on the date of your marriage or domestic partnership or the first day of the month that follows.

Note: even if you are serving as a legal guardian for others, such as a parent, sibling, relative, or another child(ren), these individuals are not eligible for coverage.

Special Enrollment Periods You & Your Dependents Can Join MediExcel Dental Plan

If you experience a Triggering Event, you may qualify for a Special Enrollment Period, during which you can enroll in MediExcel Dental Plan or change coverage for you and your eligible Dependent(s), instead of waiting for the next Annual Open Enrollment Period.

Triggering Events for a Special Enrollment Period can be categorized into the following groups:

- Loss of qualifying health coverage
- Change in household size
- Change in primary place of living
- Enrollment or plan error
- Other qualifying changes

“Loss of Qualifying Health Coverage” includes:

- You or your dependent lost minimum essential coverage during the coverage year
- You had Cal-COBRA or COBRA coverage, and now that coverage has ended
- You are no longer eligible to be covered as a dependent due to reaching the limiting age
- You or your dependent were covered by another group health plan and now that coverage has ended
- You or your dependents had Healthy Families or Medi-Cal with no share-of-cost, and now no longer qualify for it
- You, your spouse, or child loses coverage under another group health plan due to the employee's becoming entitled to Medicare, divorce or legal separation of the covered employee, or death of the covered employee

“Change in Household Size” includes:

- You gain a dependent or become a dependent through marriage, through birth, adoption, placement for adoption, or placement in foster care, or through a child support order or other court order
- You lose a dependent due to divorce, legal separation, or death

“Change in Primary Place of Living” includes:

- You or your dependent gain access to new plans as a result of a permanent move

“Enrollment or Plan Error” includes:

- You or your dependent’s enrollment or non-enrollment in a Plan or inaccurate eligibility determination is a result of a technical error, and
- You or your dependent applied for coverage through the Covered California Exchange either during the annual open enrollment period or due to a qualifying event and are determined ineligible either after Open Enrollment has ended or more than 60 days after the qualifying event.

“Other Qualifying Changes” include:

- You or your dependent are survivors of domestic abuse or spousal abandonment; been released from incarceration; have a loss of minimum essential coverage.
- You or your dependent are a member of the reserve forces of the United States military returning from active duty or a member of the California National Guard returning from active-duty service.

You can also enroll in MediExcel Dental Plan when MediExcel Dental Plan cannot produce, a form showing that you said you did not want to enroll because you had other health care coverage.

Triggering Events do not include loss of coverage due to failure to make premium payments on a timely basis.

Special Enrollment Periods begin on the date the Triggering Event occurs, and end on the 61st day afterwards. Note that for the “*Loss of qualifying health coverage*” and “*Change in primary place of living*” categories of Triggering Event, you may also submit an application in the 60 days leading up to the event. Persons who enroll during a Special Enrollment Period will have their coverage Effective Dates determined as follows:

- In the case of birth, adoption, placement for adoption, placement in foster care, or a child support order or other court order, your coverage is effective on the date of the event.
- In the case of marriage, or in the case where you lose minimum essential coverage, coverage is effective on the first day of the following month.

In the case where the application is submitted before the event, coverage is effective the first day of the month following the event.

How to Apply at These Additional Times

- MediExcel Dental Plan must receive a completed enrollment form from you within 30 days of that date on which you no longer have coverage.
- Your coverage will be in effect the first day of the month following receipt of the completed enrollment application.

Renewal Provisions

- Your MediExcel Dental Plan coverage is subject to all the terms agreed to between MediExcel Dental Plan and your employer.
- This agreement is renewed annually.
- MediExcel Dental Plan may change your Dental plan benefits or premium at the time your employer renews its contract with MediExcel Dental Plan, as allowed by law. If this happens, you will receive notice through your employer at least 30 days before the change takes effect.

WHEN YOUR MEDIEXCEL HEALTH PLAN HEALTH COVERAGE ENDS (TERMINATION OF BENEFITS)

Your dental coverage with MediExcel Dental Plan can end for several reasons. If this happens, you may be able to continue your dental coverage. See “*Continuation of Health Coverage*” on page EOC-39. This chapter tells you about:

- Why your MediExcel Dental Plan coverage can end
- When a dependent no longer qualifies as a dependent
- If you are totally disabled when your dental coverage ends

Why Your MediExcel Dental Plan Dental Coverage Can End

MediExcel Dental Plan cannot end your dental benefits because of your dental needs or medical condition. But MediExcel Health Plan can end (*terminate*) your health coverage for one of the reasons below.

If Your Employer No Longer Offers MediExcel Health Plan or Stops Offering Any Health Plan

- Your dental benefits with MediExcel Dental Plan can end 30 days after your employer provides you written notice that coverage will be discontinued.
- Coverage for your dependents also ends.

If You or Your Employer Does Not Pay the Premium

- MediExcel Dental Plan will send a notice to your employer stating that the premium is overdue.
- Enrollees will have a 30-day grace period starting on the day the *Notice of Start of Grace Period* is dated.
- If the premium is not paid by the due date, your health benefits cease at the end of the grace period.
- If you do not pay the premiums and are disenrolled, you and your dependents may apply for re-enrollment during your employer’s next open enrollment period, provided you still satisfy the employer and MediExcel Dental Plan eligibility requirements.

If You Commit Fraud

- This means that you intentionally deceive MediExcel Dental Plan, or you misrepresent yourself or allow someone else to do so in order to get dental care services. If this happens, your coverage can be rescinded or canceled by MediExcel Dental Plan. Rescinded (*rescission*) means that the coverage can be voided retroactively where MediExcel Dental Plan will return your premium and you will be financially responsible for your incurred health care services. In either case, MediExcel Dental Plan will send you a notice of the rescission or cancellation of health benefits along with an explanation of the effective date and your right to appeal.

If You Lose Your MediExcel Dental Plan Eligibility

- This means that you no longer meet the eligibility requirements described under “*MediExcel Dental Plan Service Area and General Qualifications*” on page EOC-5.
- You lose your eligibility if you:
 - No longer work in San Diego or Imperial County.
 - No longer reside in the service area.
 - If residing in the U.S., no longer have valid documentation to cross the border into Mexico and return to the U.S.
- Upon loss of eligibility for the above conditions, MediExcel Dental Plan will send you a *Notice of Termination due to Loss of Eligibility* at least 30 days before the prospective termination date.
- The *Notice of Termination due to Loss of Eligibility* will contain important elements including, but not limited to, the specific eligibility requirement, grievance rights, the effective date of termination, and other health coverage options.

If You Think MediExcel Dental Plan Should NOT Have Ended (*terminated*) Your Benefits

- MediExcel Dental Plan cannot end your dental benefits because of your dental needs or medical condition.
- If you think that MediExcel Dental Plan wrongly ended your benefits, you can file a complaint with the Department of Managed Health Care at 1-888-466-2219.

When a Dependent No Longer Qualifies As a Dependent

You must tell MediExcel Dental Plan and your employer as soon as a family member no longer qualifies as a dependent on your dental plan. Family members may no longer qualify as dependents in the following situations:

- **You** and your spouse get a divorce or a legal separation.
- **You** legally end your domestic partnership.
- **Your children** stop qualifying as your dependents.
 - When they turn 26 years of age.
 - When they are covered in their own employer-sponsored dental plan.
 - When they are 26 or older and no longer have a physical or mental handicap that prevents them from working, or you are no longer supporting them.

If You Are Totally Disabled When Your Health Coverage Ends

If you are getting care for a medical condition that makes you totally disabled, MediExcel Dental Plan will cover care for that condition for a limited time. MediExcel Dental Plan will not cover care for any other illness or medical condition.

You can continue to get care for this medical condition until:

- You are no longer totally disabled, or
- You enroll in a new dental plan that will cover your disability, or
- 12 months after your MediExcel Dental Plan coverage ends, whichever happens first.

INDIVIDUAL CONTINUATION OF HEALTH COVERAGE (COBRA and CAL-COBRA)

U.S. and California laws protect your right and your dependents' right to continue your dental coverage under certain circumstances or qualifying events. This is called *Continuation of Health Coverage* or *Continuation of Benefits*.

California law requires that we include the following statement about continuation of health coverage:

Please examine your options carefully before declining this coverage. You should be aware that companies selling individual health insurance typically require a review of your medical history that could result in a higher premium, or you could be denied coverage entirely.

This chapter tells you about:

- Understanding your choices
- Your Certificate of Creditable Coverage
- The two kinds of continuation health coverage:
 - COBRA
 - Cal-COBRA

Understanding Your Choices

Look at all your choices carefully before you decide what to do.

- You may be able to buy continuation coverage with MediExcel Dental Plan. You cannot be denied continuation coverage because of your medical history.

Or

- You can decide not to buy any dental coverage. In this case, you will have to pay all the cost of any dental care you need. This can be thousands of dollars.

If You Choose Continuation of Dental Coverage

- You have to pay all the premiums.
- You cannot be refused coverage because of your dental/medical history.
- After you use up one kind of continuation coverage, you may be eligible for another kind. This is explained below.
- There are deadlines and other requirements that you have to meet to buy each kind of continuation coverage. Call MediExcel Dental Plan for more information at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico.

Certificate of Creditable Coverage

When you leave MediExcel Dental Plan, we will send you a letter that says how long you were enrolled in the MediExcel Dental Plan.

- This is called a Certificate of Creditable Coverage.
- Be sure to keep this letter. You may need it if you get dental benefits through another employer.

COBRA

For more information on COBRA, call the *Federal Employee Benefits Security Administration (EBSA)*, toll-free, at 1-866-444-3272.

- COBRA is a U.S. law that applies to employers who have 20 or more employees in their group dental plan.
- COBRA may allow you and your dependents to keep MediExcel Dental Plan coverage for up to 18 or 36 months, depending on the qualifying event and other circumstances. If you are no longer eligible for COBRA after 18 months, you may be able to keep your benefits through Cal-COBRA. See below.
- Each qualified person may independently elect/enroll in COBRA coverage. A parent or legal guardian may elect COBRA for a minor child.
- With COBRA, you have the same benefits as current employees in MediExcel Dental Plan.
- You have to pay all the monthly premiums.

Important Deadlines for Electing/Enrolling in COBRA with MediExcel Dental Plan

It is important to meet the following deadlines. If you do not, you lose your right to COBRA coverage.

1. Notification of Qualifying Event:

- Employers must notify MediExcel Dental Plan within 30 days after the following qualifying events:
 - The employee's job ends
 - The employee's hours of employment are reduced
 - The employee becomes eligible to receive Medicare benefits
 - The employee dies
- You or your dependent must notify MediExcel Dental Plan in writing within 60 days after any of the following qualifying events:
 - The employee divorces or legally separates
 - A child or other dependent no longer qualifies as a dependent under plan rules

2. **Election Notice:** Generally, you must be sent an election notice no later than 14 days after MediExcel Dental Plan receives notice that a qualifying event has occurred.

3. **Election Period:** You have 60 days to notify MediExcel Dental Plan in writing that you want

to elect/enroll in COBRA coverage. The 60 days start on the latter of the following two dates:

- The date you receive the election notice.
- The date your coverage ended.

4. **Premium Payment:** You must pay the premiums for your COBRA coverage. MediExcel Dental Plan must receive your first premium within 45 days after you enroll in COBRA. This first premium covers the time from the date your coverage ended because of the qualifying event up to the day you signed up for COBRA. You must then pay a monthly premium as long as you stay on COBRA.

If Your COBRA is Ending, You May Be Able to Elect/Enroll in Cal-COBRA

When your 18 months of COBRA ends, you may be able to keep MediExcel Dental Plan coverage for up to 18 more months under Cal-COBRA. If you were on COBRA for 36 months, you cannot get Cal-COBRA for any additional period of time.

- Your employer should send you an enrollment form. Or you can call MediExcel Dental Plan at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico and ask for more information.
- You must fill out the enrollment form, send it to MediExcel Dental Plan, and pay your premium no more than 30 days after you receive the enrollment form.

You Will Lose COBRA If

- You do not pay your premiums on time.
- You move outside the MediExcel Dental Plan service area.
- Your former employer no longer offers any health plan.
- You become eligible for Medicare.
- You sign up for another dental plan. *(However, if your new plan has a waiting period for pre-existing conditions and you have not used up all your COBRA, you can keep COBRA until the waiting period is over.)*
- You commit fraud, which means that you intentionally deceive MediExcel Dental Plan, or you misrepresent yourself or allow someone else to do so in order to get dental care services.

Cal-COBRA

Cal-COBRA is a California law that applies to employers who have between 2 and 19 employees in their group dental plan.

- Cal-COBRA may allow you, your dependents, and former dependents to keep MediExcel Dental Plan coverage for up to 36 months.
- You have the same benefits as current employees in MediExcel Dental Plan.
- You have to pay the entire monthly premium.

Important Deadlines for Electing/Enrolling in Cal-COBRA with MediExcel Dental Plan

It is important to meet the following deadlines. If you do not, you lose your right to Cal-COBRA coverage.

1. Notification of Qualifying Event:

- Employers must notify MediExcel Dental Plan within 30 days after the following qualifying events:
 - The employee's job ends
 - The employee's hours of employment are reduced
- You or your dependent must notify MediExcel Dental Plan in writing within 60 days after any of the following qualifying events:
 - The employee dies
 - The employee divorces or legally separates
 - A child or other dependent no longer qualifies as a dependent under plan rules
 - The employee becomes eligible to receive Medicare benefits

2. Election Notice: Generally, you must be sent an election notice no later than 14 days after MediExcel Dental Plan receives notice that a qualifying event has occurred.

3. Election Period: You have 60 days to notify MediExcel Dental Plan in writing that you want to elect/enroll in Cal-COBRA continuation of coverage. The 60 days start on the latter of the following two dates:

- The date you receive the election notice.
- The date your coverage ended.

4. Premium Payment: You must pay the premiums for your Cal-COBRA coverage. MediExcel Dental Plan must receive your first premium within 45 days after you enroll in Cal-COBRA. This first premium covers the time from the date your coverage ended because of the qualifying event up to the day you signed up for Cal-COBRA. You must then pay a monthly premium as long as you stay on Cal-COBRA.

If Your Former Employer Stops offering MediExcel Dental Plan When You Are on Cal-COBRA

- You can elect/enroll in Cal-COBRA with the new dental plan offered by your employer.
- You must enroll and pay your first premium with the new health plan no more than 30 days after you receive notice that MediExcel Dental Plan is no longer being offered. If you do not meet this deadline, your Cal-COBRA benefits end.

You Will Lose Cal-COBRA If

- You do not pay your premiums on time.
- You move outside the MediExcel Dental Plan service area.
- Your former employer no longer offers any dental plan.
- You sign up for or become eligible for Medicare.

- You sign up for another dental plan. *(However, if your new plan has a waiting period for pre-existing conditions and you have not used up all your Cal-COBRA, you can keep your Cal-COBRA until the waiting period is over.)*
- You commit fraud, which means that you intentionally deceive MediExcel Dental Plan, or you misrepresent yourself or allow someone else to do so in order to get dental care services.

IF YOU HAVE A PROBLEM WITH MEDIEXCEL DENTAL PLAN

MediExcel Dental Plan is committed to meeting the needs of our members. Our Member Services staff are available to answer questions and help you get the dental care you need. If you have a problem with MediExcel Dental Plan, you have the right to file a complaint. A complaint is also called a grievance or an appeal.

This section tells you what you can do if you have a complaint with MediExcel Dental Plan:

- File a complaint with MediExcel Dental Plan
- If you still need help, contact the Department of Managed Health Care.
- Independent Medical Review (*IMR*)
- Binding arbitration

File a Complaint With MediExcel Dental Plan

You have a right to file a complaint with MediExcel Dental Plan if you have any problem related to care or service. A complaint is also called a grievance or an appeal.

Here are some examples of when you can file a complaint with MediExcel Dental Plan:

- You have been denied a service, treatment, or medicine.
- You have been denied a referral.
- MediExcel Dental Plan cancels your health benefits.
- MediExcel Dental Plan does not reimburse you for a covered service that you paid for and received.
- MediExcel Dental Plan does not pay for the emergency room care you needed.
- You cannot get an appointment as soon as you need it.
- You feel you received poor care or service.

First, File Your Complaint with MediExcel Dental Plan Member Services

- If your problem is urgent MediExcel Dental Plan must give you a decision within 3 days. An urgent problem is an immediate and serious threat to your health as well as grievances involving cancellations, rescissions, and non-renewals of coverage.
- If your problem is not urgent, MediExcel Dental Plan must give you a decision within 30 days.
- You must file your complaint within 6 months after the incident or action that is the cause of your problem with MediExcel Dental Plan.

How To Contact MediExcel Dental Plan Member Services

Telephone: Call MediExcel Dental Plan at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico.

Website: www.mediexcel.com

If You Still Need Help, Contact the Department of Managed Health Care

The Department of Managed Health Care (*DMHC*) is the California regulatory authority that protects the rights of HMO members.

- If you do not agree with MediExcel Dental Plan's decision, or you do not receive the decision within the required time, you can take your problem to the DMHC. See the contact information below.
- The DMHC will look at your case and decide if you qualify for an *Independent Medical Review* (see "*Independent Medical Review (IMR)*" below.)
- If you do not qualify for an Independent Medical Review, the DMHC will review your case as a complaint against your health plan.
- If your problem is urgent, you can call the DMHC at any time.

How to Contact the Department of Managed Health Care

- **Telephone:** 1-888-466-2219 in the U.S.
- **Website:** www.dmhc.ca.gov. The website has Independent Medical Review and complaint forms and instructions.
- Staff are available 24 hours a day, 7 days a week, in many languages, to help you solve problems with your health plan. There is no charge to call.

Independent Medical Review (IMR)

IMR is a California program where certain denied services may be subject to an external review. IMR is only available for medical services or services that are available due to enrollment in a related full-service medical plan. IMR is a review of your case by one or more doctors who are not part of your health plan. You do not pay anything for an IMR. If the IMR is decided in your favor, MediExcel Dental Plan must give you the service or treatment you requested.

You may qualify for an IMR if MediExcel Dental Plan does one of the following:

- Denies, changes, or delays a service or treatment because MediExcel Dental Plan determines it is not medically necessary.
- Denies an experimental or investigational treatment for a serious condition.
- Will not pay for emergency or urgent care that you already received.

More Information About IMR

- If MediExcel Dental Plan denies a treatment because it is experimental or investigational, you can apply for an IMR right away. You do not have to file a complaint with MediExcel Dental Plan first.
- In all other cases, you have to file a complaint with MediExcel Dental Plan first and wait for MediExcel Dental Plan's decision.
- You must apply for an IMR within 6 months after MediExcel Dental Plan sends you a decision about your complaint unless you had a good reason for the delay.

- If you decide not to participate in the IMR process, you may be giving up your right, as stated in California law, to take other legal action against MediExcel Dental Plan regarding the service or treatment you are requesting.

California Law Requires That We Include the Following Notification

The California Department of Managed Health Care is responsible for regulating healthcare service plans. If you have a grievance against your health plan, you should first telephone your health plan at **(855) 633-4392** toll-free, or at **(664) 633-8555** if dialing from Mexico and use your dental plan's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your dental plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (*IMR*). If you are eligible for an IMR, the IMR process will provide an impartial review of medical decisions made by a dental plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature, and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number **(1-888-466-2219)** and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The department's internet website www.dmhc.ca.gov has complaint forms, IMR application forms, and instructions online.

Please note that grievances involving rescissions, cancellations, and non-renewal grievances are treated as expedited grievances and the enrollee does not need to submit a grievance first to the health plan. **If you believe your health coverage has been or will be improperly canceled, rescinded, or not renewed, you may also call the Department for assistance.**

***This Combined Evidence of Coverage & Disclosure Form* constitutes only a summary of the health plan. The dental plan contract must be consulted to determine the exact terms and conditions of coverage.**

Employee Retirement Income Security Act (ERISA) Notification

If your employer's health plan is governed by the Employee Retirement Income Security Act ("ERISA,") you may have the right to bring a civil action under Section 502(a) of ERISA if all required reviews of your claim have been completed and your claim has not been approved.

You are entitled to, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. Additionally, you and your plan may have other voluntary alternative dispute resolution options, such as mediation.

Binding Arbitration

If you cannot solve your problem through the complaint processes listed above, you can ask for binding arbitration (*see below*.) Binding arbitration is the final step you can take to resolve your complaint with MediExcel Dental Plan. When you became a member of MediExcel Dental Plan, you agreed to submit all unresolved complaints to binding arbitration, including complaints about medical malpractice. This means that you have agreed to give up your right to a trial by jury and other legal proceedings.

- Arbitration is usually less expensive and takes less time than a lawsuit.
- Arbitration can be requested by either the MediExcel Dental Plan or the MediExcel Dental Plan member.

Definition of Binding Arbitration

Arbitration is a way to solve disputes, disagreements, or problems without filing a formal lawsuit.

- One or more people, called arbitrators, who are not connected with you or with MediExcel Dental Plan make the final decision on your case.
- Together, you and MediExcel Dental Plan choose and approve the arbitrator(s).
- The arbitrator(s) review the case and then write a decision, called an *opinion*.
- Both you and MediExcel Dental Plan must accept (*be bound by*) the decision of the arbitrators.

How to Request Arbitration

Send a written request (*also called a demand*) for arbitration to:

MediExcel Dental Plan

Attention: Arbitration Requests

750 Medical Center Court, Suite 2

Chula Vista, CA 91911

Location of Arbitration

- For matters of arbitration against MediExcel Dental Plan, the location will be in San Diego County using California and U.S. Federal law.
- For matters of arbitration against a Mexican healthcare provider, the location will be in Baja California under the jurisdiction of Mexico.

Paying for Arbitration

Attorney(s) Fees: You must pay your own attorney's fees if you choose to have an attorney. MediExcel Health Plan pays its attorney's fees.

Arbitrator(s) Fees: You and MediExcel Dental Plan share equally the fees and expenses of the arbitrator(s). If you cannot pay your part of the arbitrator's fees and expenses, you may ask MediExcel Health Plan to pay. Write to MediExcel Dental Plan Member Services and ask for a hardship application. MediExcel Dental Plan will send your application to an independent organization or person to decide if MediExcel Dental Plan should pay for some or all your part of the arbitrator's fees and expenses.

YOUR RIGHTS & RESPONSIBILITIES AS A MEMBER OF MEDIEXCEL DENTAL PLAN

As a member of MediExcel Dental Plan, you have rights and responsibilities. Each member has the same rights and responsibilities.

Your Rights

You Have the Right to Be Treated Equally

MediExcel Dental Plan and our providers cannot discriminate against you based on your:

- Age, sex, race, skin color, religion, or sexual orientation.
- The country you or your ancestors came from.
- Marital status (*married, divorced, single, or in a domestic partnership.*)
- Health care needs and how often you use services.
- History as a victim of domestic violence.

You Have the Right to Informed Consent

Informed consent means that before you agree to a treatment or procedure, you understand:

- What the treatment or procedure is.
- The possible risks and benefits of the treatment or procedure.
- Other treatments or procedures that exist and what their risks and benefits are.
- What you can expect if you choose not to have the treatment or procedure.

You Have the Right to Refuse or Accept a Treatment or Procedure

The only exception to this right is when it is an emergency and there isn't time to get your informed consent without risking your health.

You Have the Right to Have a Copy of Your Dental Records

- It takes a few days to get the copy, and you may be charged for the copying.
To get a copy of your dental records, call your dentist's office or call MediExcel Dental Plan at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico.

You Have the Right to Keep Your Medical Records Private

You can ask MediExcel Dental Plan to send you a statement that describes our policies and procedures for keeping medical records private and confidential. Call MediExcel Dental Plan at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico.

A STATEMENT DESCRIBING MEDIEXCEL HEALTH PLAN'S POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST.

You Have the Right to Have an Advance Health Care Directive

An *Advance Health Care Directive* is a form you fill out to tell MediExcel Dental Plan, your doctor, family, and friends about the health care you want if you can no longer make decisions for yourself.

- It explains the types of treatment you want or do not want.
- It allows you to name a person to be your healthcare agent. This person can be a spouse, family member, friend, or other person you choose. This person can make decisions for you if you can no longer make them for yourself. Your rights as a member of MediExcel Dental Plan apply to your health care agent.

To Make an Advance Health Care Directive

- Fill out an Advance Care Health Directive form. Take time to think about what kind of treatment you do or do not want.
 - Many organizations provide simple forms that you can use to make your *Advance Health Care Directive*.
 - To get a form, call MediExcel Dental Plan at (855) 633-4392 toll-free, (664) 633-8555 if dialing from Mexico, or call Family Caregiver Alliance at 1-800-445-8106.
 - You can hire a lawyer to make your directive if you wish.
- Sign the form and have two other people sign it, or take it to a Notary Public to witness your signature.
- Keep the original in a safe place. Give copies to your doctor and your health care agent.
- Talk with your doctor and agent, as well as with family and close friends, to make sure they understand your wishes and will follow them.

You Have the Right to Get Information About How MediExcel Dental Plan Does Business

- MediExcel Dental Plan may use bonuses and other financial incentives when paying our doctors and other providers. You have the right to request information about these practices. Call MediExcel Dental Plan at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico.
- You have the right to request a copy of the employer group contract MediExcel Dental Plan and your Employer. Call MediExcel Dental Plan at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico.

You Have the Right to Take Part in Making MediExcel Dental Plan's Public Policy

MediExcel Dental Plan has a public policy committee. This committee includes providers, members, and a member of the Board of Directors. If you would like to be considered for this

committee, please write to MediExcel Health Plan at:

MediExcel Dental Plan
Attention: Public Policy Committee
750 Medical Center Court, Suite 2
Chula Vista, CA 91911

- This committee advises the Board of Directors about how to assure the comfort, convenience, and dignity of our members.
- The committee may also review MediExcel Dental Plan's financial information and information about the complaints we receive.

Freedom from Discrimination

- Federal and state law requires MediExcel Dental Plan to not refuse enrollment for coverage for several protected categories.
- This includes a member's race, color, religion, national origin, ancestry, sex, marital status, sexual orientation, age, or health status of any person who can expect to benefit from this coverage.
- MediExcel will not discriminate against any member for filing a grievance.
- If you feel you have been discriminated by MediExcel, call MediExcel Dental Plan at (855) 633-4392 toll-free, or (664) 633-8555 if dialing from Mexico.
- You also have the right to file your discrimination complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the [Office of Civil Rights Complaint Portal](https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf) (<https://ocrportal.hhs.gov/ocr/smartscreen/main.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)

Your Responsibilities

It is your responsibility to:

- Choose a dentist.
- Get referrals and pre-approvals when you need them.
- Pay your premium and copays.
- Give your dentists and other providers all the information you can to help them decide on your care.
- Keep your dental appointments; and if you need to cancel an appointment, let the office know ahead of time and schedule a new appointment.
- Show respect to your providers, to the MediExcel Dental Plan staff, and to other members.
- Let MediExcel Dental Plan know if your address or employment changes.
- Let MediExcel Dental Plan know if there are any changes in the status of any of your dependents.

NOTICE OF PRIVACY PRACTICES (*"NOTICE"*) FOR THE USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION (*"PHI"*)

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

Protecting Your Privacy

At MediExcel Dental Plan, we understand the importance of keeping your health information confidential and we are committed to using your health information consistent with State and Federal law. MediExcel Dental Plan protects your electronic, written, and oral health information throughout our organization.

Protected Health Information

For the purposes of this Notice, "*health information*" or "*information*" refers to PHI. PHI is defined as information that identifies who you are and relates to your past, present, or future physical or mental health or condition, the provision of health care, or payment for health care. The information we receive, use and share includes, but is not limited to:

- your name, address, and other demographic information
- personal information about your circumstances (*example: medical information for purposes of diagnosis or treatment with or from physicians, nurses, and facilities*)

Your Rights

When It Comes to Your Health Information, You Have Certain Rights

This section explains your rights and some of our responsibilities to help you.

Get a Copy of Health and Claims Records

- You can ask to see or get a copy of your health and claims records and other health information we have about you, except psychotherapy notes and information to be used in a lawsuit or administrative proceedings. You can ask us how to do this.
- We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask Us to Correct Health and Claims Records

- You can ask us to correct your health and claims records if you think they are incorrect or incomplete. You can ask us how to do this.
- We may say "no" to your request, but we'll tell you why in writing within 60 days.

Request Confidential Communications

- You can ask us to contact you in a specific way (*for example, at home or office*) or to send mail to a different address.
- We will consider all reasonable requests and will say "yes" if you tell us you would be in danger if we do not.

Ask Us to Limit What We Use or Share

- You can ask us not to use or share certain health information for treatment, payment, or our operations.
- We are not required to agree to your request, and we may say “no” if it would affect your care.

Get a List of Those With Whom We’ve Shared Information

- You can ask for a list (*accounting*) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (*such as any you asked us to make.*) We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a Copy of this Privacy Notice

- You can ask for a paper copy of this Notice at any time, even if you have agreed to receive the notice electronically, by contacting MediExcel Dental Plan Member Services. We will provide you with a paper copy promptly. You can also download a copy of this Notice.

Choose Someone to Act For You

- If you have given someone power of attorney or if someone is your legal guardian or personal representative, that person can exercise your rights and make choices about your health information.
- We will make sure the person has the authority to act for you before we take any action.

File a Complaint If You Feel Your Rights Are Violated

- You can complain if you feel we have violated your rights by contacting us using the information at the end of this notice.
- You can also file a complaint with the federal government, by writing, calling, or going online, using the information at the end of this notice.
- We will not retaliate against you for filing a complaint.

Your Choices

For Certain Health Information, You Can Tell Us Your Choices About What We Share

If you have a clear preference for how we share your information in the situations described below, contact us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to authorize us to:

- Share information with your family, close friends, or others involved in payment for your care
- Share information in a disaster relief situation

If you are not able to tell us your preference, for example, if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In all situations other than those described in the next section, we will ask for your written authorization before using or disclosing personal information about you. For example, we will get your authorization for:

- Marketing purposes
- Sale of your information

In the case of sensitive information, like HIV test results or psychotherapy notes, your written authorization will be secured.

Our Uses and Disclosures

We must disclose your PHI:

- To you or your personal representative; and
- To the Secretary of the Department of Health and Human Services, if necessary, to make sure your privacy is protected.

You have the right to authorize or deny the release of PHI for purposes beyond treatment, payment, and health care operations. We may use and disclose your health information without your authorization as permitted or required by Federal, State, or local law. In instances where your health information is not used for such purposes, we would secure your written authorization prior to sharing it.

How Do We Typically Use or Share Your Health Information?

Help Manage the Health Care Treatment You Receive

We can use your health information and share it with professionals who are treating you.

Example: A doctor sends us information about your diagnosis and treatment plan so we can arrange additional services.

Run Our Organization

- We can use and disclose your information to run our organization and contact you when necessary.
- We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage.
- We can send you communications regarding our plan and benefit information, and announcements. You have the right to choose not to receive such communications.

Example: We use health information about you to develop better services, including member satisfaction surveys, compliance and regulatory activities, and grievance and appeals activities.

Pay For Your Health Services

We can use and disclose your health information as we pay for your health services.

Example: We share information about you with a hospital or other health care provider to coordinate payment for health services provided to you. We may also provide information to the subscriber of a family policy or another individual for the purpose of handling or understanding medical bills, managing claims, and reconciling your deductibles or out-of-pocket maximum payments.

Administer Your Plan

We may disclose your health information to your health plan sponsor for plan administration.

Example: Your company/employer contracts with us to provide a health plan, and we provide your company/employer with certain information (excluding medical information) to explain the premiums we charge.

How Else Can We Use or Share Your Health Information?

We are allowed or required to share your information, without your written authorization, in other ways, usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes.

Help With Public Health and Safety Issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety
- Disaster relief

Do Research

We can use or share your information for health research.

Comply With the Law

We will share information about you if State or Federal (*for both United States and Mexico*) laws require it, including with the Department of Health and Human Services if it wants to see that we are complying with Federal privacy law.

Respond to Organ and Tissue Donation Requests and Work with a Medical Examiner or Funeral Director

- We can share health information about you with organ procurement organizations.
- We can share health information with a coroner, medical examiner, funeral director, or forensic pathologist when an individual dies.

Address Workers' Compensation, Law Enforcement, and Other Government Requests

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law such as licensing and quality of care
- For special government functions such as military, national security, and presidential protective services

Respond to Lawsuits and Legal Actions

We can share health information about you in response to a court or administrative order, or in response to a subpoena. For more information, please review your rights under HIPAA.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you authorize us in writing (*or by telephone for requesting confidential communications for sensitive services*.) If you tell us we can, you may change your mind at any time. Let us know in writing, (*or by telephone for requesting confidential communication for sensitive services*) if you change your mind.

As part of normal business, MediExcel Dental Plan shares your information with contracted providers (*e.g., medical groups, hospitals, social service providers, etc.*) or business associates that perform functions on our behalf or with whom we have organized health care arrangements. We may share your contact information (*such as your phone number or email*) with contracted providers or business associates for communications on your health, or health-related products or services provided by or included in a plan of benefits of MediExcel Dental Plan its business associates, or its contracted providers. In all cases where your PHI is shared with providers, plan sponsors, and business associates, including those who may have databases stored or accessed outside of the United States, we have a written contract that contains language designed to protect the privacy of your health information.

All of these entities are required to keep your health information confidential and protect the privacy of your information in accordance with State and Federal laws. For more information, please review this explanation of the [Notice of Privacy Practices](#)

*****IMPORTANT*****

MediExcel Dental Plan does not have complete copies of your dental records. If you want to look at, get a copy of, or change your dental records, please contact your dentist or medical group.

This notice applies to enrollees in all MediExcel Dental Plan coverage plans.

Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available on our website at www.mediexcel.com, or upon request, we will mail a copy to you.

This notice is effective August 1, 2022, and remains in effect until changed.

If You Want to File a Complaint

You Can Write To Us At

MediExcel Dental Plan
Attention: Privacy Officer
750 Medical Center Ct, Suite 2
Chula Vista, CA 91911

You Can Also Email or Call Us at

E-mail: memberservices@mediexcel.com
Telephone: (619) 421-1659 TDD/TTY 711

For Complaints to the Federal Government

Website: <https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf>

Write to: U.S. Department of Health and Human Services
Office for Civil Rights
200 Independence Avenue, S.W.
Washington, D.C. 20201

Telephone: 877.696.6775

If you, or someone you're helping, have questions about MediExcel Dental Plan, you have the right to get help and information in your language at no cost. To learn more, please view our *Notice of Language Assistance* in the *Member* section of our website www.mediexcel.com.

MediExcel Dental Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. To learn more, please view our *Notice of Non-Discrimination* in the *Member* section of our website www.mediexcel.com.

USEFUL TERMS

Advance Health Care Directive: it is a form you fill out to tell MediExcel Health Plan, your doctor, family, and friends about the health care you want if you can no longer make decisions for yourself.

Appeal: a request to your health plan asking it to solve a problem or change a decision because you are not satisfied, *(an appeal is sometimes called a complaint or a grievance.)*

Benefits: health care services are covered by your MediExcel Health Plan.

Binding arbitration: a way to solve disputes between health plans and patients without filing a formal lawsuit and going to court, *(in arbitration, the health plan and the patient select an independent person to settle the dispute, instead of a judge or jury.)*

Cal-COBRA: laws that help you and your family keep your group health insurance if your job ends or your hours are cut.

Certificate of Creditable Coverage: the amount of time you were covered by a previous health plan, *(you can reduce your new plan's pre-existing condition exclusion by one month for every month you had creditable coverage, as long as the gap in coverage between your previous plan and your new plan is 62 days or less.)*

COBRA: laws that help you and your family keep your group health insurance if your job ends or your hours are cut.

Complaint: a request to your health plan or to the Help Center asking it to solve a problem or change a decision because you are not satisfied, *(a complaint is sometimes called a grievance or an appeal.)*

Copay (copayment): a fee you pay each time you see a dentist or get other services.

Covered Services (Benefits): dental care services covered by your MediExcel program.

Deductible: the amount you must pay for certain covered health services each year before your health plan starts to pay. Your MediExcel Dental Plan has no deductible.

Department of Managed Health Care (DMHC): the DMHC oversees HMOs and some other health plans in California, including MediExcel Dental Plan.

Dependent: a person who is covered by another person's health plan, such as a child or a spouse.

Diagnosis: identifying the cause of a disease or injury through examining the patient.

Domestic Partner: a subscriber's legal domestic partner.

Evidence of Coverage & Disclosure Form ("EOC"): this document, it outlines the covered healthcare services, the conditions, and terms, MediExcel Dental Plan's obligations, and the member's benefits and rights.

Exclusion: a dental service that is not a covered benefit.

FDA (Food and Drug Administration): an agency of the U.S. that regulates medical drugs.

Generic Drug: a drug that is no longer owned and patented by one company, *(a generic drug has the same active ingredients as the brand name drug, but it costs less. For example, Valium is the brand name version and Diazepam is the generic version of the same tranquilizer.)*

Grievance: a request to your health plan, asking your plan to solve a problem or change a decision, *(a grievance is sometimes called an appeal or a complaint.)*

Group Contract: also known as *Group Subscriber Agreement* and *Plan Contract*, the agreement between MediExcel Dental Plan and the employer that allows employees to obtain the group health plan coverage.

Group Health Plan: insurance that is provided by your employer such as your MediExcel Insurance Plan.

Health Care Provider: a professional person, dental/medical group, clinic, lab, hospital, or other health facility licensed to provide health care services

HIPAA (*Health Insurance Portability and Accountability Act*): a law that protects your rights to get health insurance and to keep your medical records private.

HMO: a kind of health plan

Health Care Service Plan: a company, such as MediExcel Dental Plan, which is licensed by the California Department of Managed Health Care to provide healthcare insurance coverage.

Health Plan Help Center: the Help Center is a part of the Department of Managed Health Care (*DMHC*.) The DMHC oversees HMOs and some other health plans in California. The Help Center can help you with your complaint.

Independent Medical Review (*IMR*): A review of your health plan's denial of your request for a certain service or treatment, (*the review is provided by the Department of Managed Health Care and conducted by independent medical experts, and your health plan must pay for the service if an IMR decides you need it.*)

Dental Group: a group of dentists who have a business together and contract with a dental plan to provide services to the plan's members.

Medically Necessary: previously referred to as “Dentally Necessary,” a service or supply provided by a dentist or other provider that has been determined by MediExcel Dental Plan as generally accepted dental practice for the member’s diagnosis and treatment.

Member: a person who is enrolled in a health plan, (*also called an enrollee or subscriber.*)

Network Providers: all the doctors, dentists, labs, hospitals, and other providers that have contracts with a health plan to provide health care services to the Plan's members

Non-Network Providers: all the doctors, dentists, labs, hospitals, and other providers who are **not contracted** with a health plan to provide health care services to the Plan’s members.

Open Enrollment: the time period when you must decide either to stay in your current health plan or to join another health plan that your employer offers, (*many employers offer open enrollment for a month every year in the fall.*)

Outpatient: health care that does not require an overnight stay in a hospital

Out-of-Network: health care providers, including doctors, dentists, labs, hospitals, and other providers that do not have a contract with MediExcel Dental Plan to provide services to the Plan’s members. Out-of-network services are not covered unless they are emergency or urgent care services, or if they are pre-approved by MediExcel Dental Plan.

Pre-Approval: the process of getting approval from MediExcel Dental Plan or medical group, before you get services.

Premium: a monthly fee your health plan charges for your dental insurance, (*you may pay part of the premium and your employer or union may pay the rest.*)

Preventive Dental Care: dental care to help promote good dental health such as dental cleanings and oral hygiene instructions.

Primary Dental Care: general dental care services, such as check-ups, and preventive or restorative dental care.

Primary Care Dentist (*dentist*): your main dentist, who provides or coordinates all your dental care services and treatments and sends you to a specialist when you need one.

Pre-Existing Condition): a health or dental condition for which you received medical advice, diagnosis, or care in a specific period before you joined a health plan.

Provider: a professional person, dental group, clinic, lab, hospital, or other health facility licensed to provide dental care services.

Referral: a referral is when your dentist sends you to another dentist for more specialized care.

Second Opinion: advice you get from a second dentist after the first dentist has made a diagnosis or recommended a certain treatment, and you want to make sure it is the right diagnosis or decision for you.

Service Area: the municipalities of Tijuana, Tecate, and Mexicali in the State of Baja California, Mexico.

Specialist: a dentist who has extra training in a certain dental field, such as periodontics (*for gum disease*) or an orthodontist.

Standing Referral: a referral to a dentist or other provider for ongoing treatment for a long-term disabling or life-threatening illness.

Urgent Dental Care: immediate dental treatment is required to prevent serious deterioration of a member's dental health resulting from unforeseen illness or injury for which treatment cannot be delayed until the member returns to the service area.

Assistance Guide for Deaf and/or Disabled Members

MediExcel Member Services Representatives are available by telephone on a 24-hour basis and are fully bilingual in Spanish and English. To contact a Member Services Representative, call **(855) 633-4392** toll-free or **(619) 365-4346**, or email them at memberservices@mediexcel.com

If you are deaf, hard of hearing, or have a speech impairment, real-time assistance services to communicate with MediExcel Health Plan is available at **no cost**, by calling the California Deaf and Disabled Telecommunications Program (DDTP) at **711**. The DDTP serves as a one phone call service in California to provide telephonic communications access for Deaf and Disabled Enrollees. DDTP is a free program.

If you have limitations hearing or speaking, a DDTP specially trained Communications Assistant (CA) can relay telephone conversations for all of your calls, including your communications with the MediExcel Member Services Team.

You are encouraged to visit the DDTP website (<http://ddtp.cpuc.ca.gov>) to learn more about the various services that make things easier for you to communicate. You may also be eligible for free specialized phones or equipment that make it easier to hear, easier to dial, and easier to call.

The table below also provides direct telephone numbers for other related communication assistance services.

Type of Call	Language	Toll-Free Number
TTY/VCO/HCO to Voice	English	1-800-735-2929
	Spanish	1-800-855-3000
Voice to TTY/VCO/HCO	English	1-800-735-2922
	Spanish	1-800-855-3000
From or to Speech-to-speech	English & Spanish	1-800-854-7784

TTY stands for Text Telephone. It is also sometimes called a TDD, or Telecommunication Device for the Deaf.

VCO stands for Voice Carry-Over which allows a user who is deaf or hard of hearing to speak directly to the other person on their call.

HCO stands for Hearing Carry-Over which allows people with significant difficulty speaking to call anyone and vice versa.

Notice of the Availability of Language Assistance Services for MediExcel Health Plan Members

English:

ATTENTION: Language assistance services, free of charge, are available to you. Call (619) 365-4346. (TTY: 711).

Español (Spanish):

ATENCIÓN: si hablas español, tienes servicios gratuitos de asistencia lingüística a tu disposición. Llama al (619) 365-4346 (TTY: 711).