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This supplemental underwriting disclosure document (the "Supplement Document") provides additional information regarding your programs and services and is intended to be used in conjunction with your new business proposal or renewal letter. The Supplemental Document applies to our Large Group (Middle Market, Public & Labor and National Accounts) Insured dental relationships administered by Aetna Life Insurance Company, Aetna Dental of California Inc., Aetna Health Inc., Aetna Dental Inc., and its affiliates. In Arizona, Advantage Dental, Basic Dental and Family Preventive Dental Plans are provided or administered by Aetna Health Inc.; PPO and Indemnity Dental plans are provided or administered by Aetna Life Insurance Company. For purposes of this document, Aetna may be referred to using "we", "our" or "us" and your company may be referred to using "you" or "your".

# **Contract Period**

Our policies provide for automatic renewal upon the completion of each contract period unless either party invokes the termination provision requiring 31 days advance written notice of termination to the other party. This provision may be invoked at any time during the continuance of the contract (that is, not just limited to termination occurring on the renewal date).

#### Coverage

For some plans, coverage may not be available for employees and their dependents located outside specified service area boundaries.

# Eligibility

#### **Employee Eligibility**

Eligibility applies to:

• Permanent full-time employees working 25 hours or more per week, on a regularly scheduled basis or as mandated by legislative or regulatory requirements.



- 1099 contractors, directors, stockholders, partners, or other outside consultants who are not active, permanent full-time employees are not eligible.
- Coverage must be extended to all employees meeting the above conditions, unless they belong to a class excluded as the result of a collective bargaining arrangement.

#### **Employer Eligibility**

All proposals are only available to corporations, sole proprietorships, and partnerships. Associations, Taft-Hartley Groups, MEWAs, PEOs (Professional Employer Organizations/Employee Leasing Firms), or multiple employer groups of any kind are not eligible for coverage through this rating application. Closed groups are not eligible.

#### **Eligibility Transmission**

Aetna assumes the customer will submit eligibility information once a week, twice a week or every two weeks from the customer's location(s) and/or by the customer's designated vendor. The preferred method of submission is via electronic connectivity. Aetna doesn't charge for the first four Electronic Reporting (ELRs)/segments whether associated with one transmission or by multiple methods. Costs associated with more than four ELRs/segments or with any custom programming necessary to accept the customer's eligibility information and/or information coming from a designated vendor aren't included in this proposal/renewal and will be assessed separately. Customers who elect to send eligibility less frequently than every two weeks may incur additional charges due to the increase in retroactive activity. Customers who elect to send eligibility information more than twice a week may incur additional charges due to additional time and resources necessary to manage files. During the installation, we will review all available methods of submitting eligibility information and identify the approach that best meets the customer's needs or the needs of the customer's designated vendor. Submitting eligibility information and identify the approach that best meets the Plan Sponsor's needs or the needs of their designated vendor.

# **Dependent Eligibility**

Eligible dependents include an employee's spouse and children up to the limiting age of the plan. Individuals cannot be covered as an employee and dependent under the same plan, nor may both under the same plan cover children eligible forcovered as an employee and dependent under the same plan, nor may both under the same plan cover children eligible for coverage through both parents. Dependents must enroll in same benefit option as the employee. Domestic partners may be covered as eligible dependents if the employer elects this designation at contract effective date or renewal date. Coverage is available to eligible dependents who are same sex or opposite sex partners. If the plan

sponsor elects to cover domestic partners, the plan sponsor is responsible for determining whether the domestic partner is eligible.

#### **Late Entrant Provision for Voluntary Plans**

An employee/union participant or dependent who does not enroll within 31 days of first becoming eligible (or during an approved open enrollment period, or after a qualifying life event) is subject to the Late Entrant Provision. This includes an employee/union participant or dependent who was previously eligible but didn't elect coverage when initially eligible and enrolls during an employer's subsequent annual enrollment period. These members will have a 12-month waiting period for Basic & Major services. All diagnostic and preventive services are covered regardless of whether they're classified as Type A Preventive or Type B Basic. Late Entrants also have a 24-month waiting period for Orthodontia.

#### **Open Enrollment**

For contributory plans, we assume there'll be a predetermined annual enrollment period when all eligible employees/union participants have a choice of enrolling in any of the available plans.

For voluntary plans, we assume no true open enrollment will be permitted except at the initial enrollment for the first year of the plan with us. Employees/Union participants or dependents who initially decline coverage, but who elect coverage during subsequent annual enrollment will be subject to the Late Entrant Provision.

#### New Employees

New employees must complete the waiting period designated by their employer prior to enrolling in one of our plans. The waiting period must be consistently applied within a class of employees.

### **Producer Compensation**

Aetna will honor "Agent of Record" or "Broker of Record" letters when an agent, broker or consultant sells new business or takes over one of its customers from another agent, broker or consultant. Please have an appropriate representative from your company sign such a letter using your company's letterhead. The change will become effective on the first day of the month following the date the payment unit receives the "Agent of Record" or "Broker of Record" letter unless another future date is designated in the letter. Aetna

has various programs for compensating agents, brokers and consultants. If your company would like information regarding commission and additional bonus programs for which your agent, broker, or consultant may be eligible for, payments (if any) which Aetna has made to your agent, broker, or consultant (including commission and applicable bonus payments), or other material relationships your agent, broker, or consultant may have with Aetna, you may contact your agent, broker, or consultant, or your Aetna Account Executive. Information about Aetna's programs for compensating agents, brokers and consultants is also available at www.aetna.com.

## **Network Services**

#### **DMO**

Employees in AZ, CA, GA, MA, MD, MO, NC, NJ and TX must either live or work within the approved DMO® service area to be eligible to enroll in the DMO®.

#### **DMO Contracts**

Separate DMO contracts will be issued for AZ, CA, GA, MD, MO, NC, NJ, TX. GA, MD, and MO are legal entities when they are the contract state.

#### **Dental Preferred Provider Organization (PPO)**

Allows members to choose the dentist they want and pay deductibles and coinsurance up to an annual maximum. Members generally save on dental costs when they see an innetwork dentist, as coinsurance is applied to a negotiated rate. Flexible claims system allows us to accommodate deductibles, coinsurance levels and plan maximums you choose. Member cost sharing is based on negotiated provider fees. Participating dentists will not balance bill members. Offered on an active or passive basis with varying coinsurance, deductible, and maximum levels.

#### **DPPO II Network Fully Insured**

Dental PPO II is a vendor-based program that offers access to contracted rates for dental claims that may otherwise be paid under the out-of-network portion of the Dental PPO plan. The third-party vendors participating in the Dental PPO II Program network are considered participating providers and services rendered by such providers will be reimbursed in accordance with the terms of the Customer's plan as in-network services.

#### Extend<sup>SM</sup> Network

Extend<sup>SM</sup> Network is included to expand in-network access even further. Extend offers access to contracted providers at a discount less than the Dental PPO and Dental PPO II, that would otherwise be paid as an out-of-network claim on the Dental PPO plan. Therefore, members' out of pocket savings are maintained or enhanced. Providers in the Extend network are participating providers and their services will be reimbursed in accordance with the terms of the plan at the in-network level.

#### **DMO & DMO Select**

DMO and DMO Select are not an available option in AK, AL, AR, GU, LA, ME, MS, MT, ND, NH, PR, SC, SD, VI, VT and WY. DMO and DMO Select are available for all states not listed.

#### **Limited DMO Non-Participating Benefits**

Limited (varying by state) DMO Non-Participating benefits are included for plans contracts written in: CT, IL, KY, MA and OH and for plan contracts written and members residing in OK.

### **Claim and Member Services**

#### Alternate Office Processing (AOP)

We regularly use both internal and external claim adjudication services to meet service requirements of our business. These services may be located inside or outside of the United States. Aetna quality standards and controls apply to all claims regardless of where they are processed. Standard pricing assumptions are in effect based on type of product, auto-adjudication, plan design, and customer specific requirements. We may adjust rates based on the above factors and/or where plan sponsors wish to limit use of Alternative Office Processing (AOP).

#### **Dental Explanation of Benefits (EOBs)**

Aetna doesn't produce paper EOBs for members registered through our member website. Aetna doesn't produce EOBs for claims when there is no member liability. EOBs are always available electronically through our secure member website. Members can visit **www.aetna.com** to register and sign into their account.

### **Continuity of Coverage at Takeover**

Our standard contracts exclude coverage for work begun prior to the member's effective date with Aetna. Our quotation assumes that continuity of coverage handling will apply for work in progress for members covered under the prior carrier's plan the day before the effective date of the plan with Aetna, to the extent that the prior carrier's extension provisions do not cover these services. Benefits would be allowed at the lesser of the prior plan's benefit level or our plan's benefit levels and reduced by any payments made by the prior carrier.

# **State Mandates**

#### **Colorado Notification**

This policy DOES NOT include coverage for pediatric dental services as required under federal law. Coverage of pediatric dental services is available for purchase in the State of Colorado, and can be purchased as a stand-alone plan, or as a covered benefit in another health plan. Please contact your insurance carrier, agent, or Connect for Health Colorado to purchase either a plan that includes pediatric dental coverage, or an Exchange-qualified stand-alone dental plan that includes pediatric dental coverage.

### Florida Employer Law Requirement

Employer acknowledges the following requirements applicable to it under Florida law (Fla. Stat. §627.6577(1)). Any employer, group, or organization that pays or contributes to the premium of a group health insurance plan or dental service plan corporation which provides dental coverage only upon the condition that services be rendered by an exclusive list of dentists or groups of dentists shall provide an alternative to enable the insured to have a free choice of dentist. The employer, group, or organization shall pay or contribute an equal dollar amount toward the alternative elected by the insured. The provisions of this section do not require the commingling of costs and claims experience between the two alternative plans.

### **Illinois Registration of Business Entities**

If awarded your business, Aetna will comply with Section 20-160 of the Illinois Procurement Code. If Aetna fails to comply with Section 20-160 of the Illinois Procurement Code, any contract between Aetna and you shall be voidable under Section 50-60 of the Illinois Procurement Code. We have registered as a business entity with the State Board of Elections and our registration certificate is enclosed. We acknowledge that we have a continuing duty to update the registration in compliance with applicable Illinois law.

#### **Massachusetts Minimum Credible Coverage**

This dental plan, alone, does not meet Minimum Creditable Coverage standards and will not satisfy the individual mandate that your employees have health insurance. As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the connector at 1-877-MA-ENROLL or visit the Connector website at (www.mahealthconnector.org).

This plan is not intended to provide comprehensive health care coverage and does not meet Minimum Creditable Coverage standards, even if it does include services that are not available in the insured's other health plans. If you have questions about this notice, you may contact the Division of Insurance by calling (617) 521-7794 or visiting its website at <a href="https://www.mass.gov/doj">www.mass.gov/doj</a>.

\*Not applicable to Vital Savings by Aetna<sup>SM</sup>. Please reference the Vital Savings by Aetna<sup>SM</sup> Program Summary and Fee Sheet for Vital Savings by Aetna<sup>SM</sup> quote conditions.

#### Massachusetts Customers

Attention customers with Massachusetts residents, be aware that our network of preferred providers in Massachusetts has providers mainly in the following counties: Barnstable, Berkshire, Bristol, Essex, Hampden, Hampshire, Middlesex, Norfolk, Plymouth, Suffolk, and Worcester. Members' out of pocket expenses will be higher if they do not see an in-network provider and, in some plans, benefits may not be available at all for out-of-network providers.

# **New York Contributory Plans**

For contributory plans, New York state insurance law says, employers must insure not less than 50 percent of eligible employees or, if less, 50 or more of such employees. To ensure compliance with this law, Aetna requires New York customers to provide updated employee census information on an annual basis.

### **Texas Dental PPO (PDN)**

Aetna's Dental PPO plan is referred to as "PDN" in Texas. Employees residing in Texas will receive the In-Network Dental PPO plan of benefits on a Passive PPO basis.

#### **Texas Late Entrant**

Late entrant exclusions do not apply for DMO contracts written in the State of Texas.

### Virginia DMO

In Virginia, the DMO® Plan is known as DNO Plan. DNO (Dental Network Only) in Virginia is not an HMO.

#### Washington Temporomandibular Joint (TMJ) Disorders

A Non-surgical TMJ offering is available for purchase resulting in rate impact to all DMO & PPO non-small group business with a Washington contract state. If purchased, a \$1,000 annual maximum and \$5,000 lifetime maximum applies to dental services related to the treatment of TMJ disorders. To ensure compliance with this State Mandate, Aetna requires Washington customers to complete an acceptance/denial of purchase for Non-Surgical TMJ coverage at the time of sale.

### **Disclosure Statements**

"Aetna" is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies. DMO plans are underwritten by Aetna Life Insurance Company, except in the following states:

- Arizona: Aetna Health Inc (PA)
- California: Aetna Dental of California, Inc.
- Georgia: Aetna Health Inc (Medical HMO)
- Maryland, Missouri, North Carolina, Texas: Aetna Dental Inc.

• New Jersey: Aetna Dental Inc.

"Aetna" is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies. PPO/PDN and Indemnity plans are underwritten by Aetna Life Insurance Company.

Policy forms issued in Oklahoma include HMO/OK COC-4 09/02, HMO/OK GA-3 11/01, CHI/OK GP-3 02/02, CHI/OK INSCT-4 01/02, GR-23, GR-29, GR-700-W, GR-96172 and/or GR-96173.

Certain dental plans are available only for groups of a certain size in accordance with underwriting guidelines.

While this material is believed to be accurate as of the print date, it is subject to change.

For more specific information about the coverage details, including limitations, exclusions, and other plan requirements, please contact an Aetna representative.

Aetna has various programs for compensating producers (agents, brokers, and consultants). If you would like information regarding compensation programs for which your producer is eligible, payments (if any) which Aetna has made to your producer, or other material relationships your producer may have with Aetna, you may contact your producer or your Aetna account representative. Information regarding Aetna's program compensating producers is also available at www.Aetna.com.

Health information programs provide general health information and are not a substitute for diagnosis or treatment by a physician or other health care professional. Not all health/dental services are covered. Aetna does not provide care or guarantee access to dental services. See plan documents for a complete description of benefits, exclusions, limitations, and conditions of coverage. Plan features and availability may vary by location and are subject to change.

If you are a person with a disability who needs assistance using our websites (or mobile apps), our Customer Service Representatives can assist you. Please call them at the number on your member ID Card or at 1-855-401-5713 from 9 a.m.-5 p.m. ET Mon-Fri. Persons with a hearing or speech disability can use 711 for Telecommunications Relay Service (TRS). Additional information can be found on the following URL: <a href="https://www.aetna.com/accessibility/accessibility-services.html">https://www.aetna.com/accessibility/accessibility-services.html</a>.