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UNIVERSITY  
OF OREGON

## **UO Student Health Benefits Plan Student Guide**

Group No.: G0033725  
UO Care Dental S4 - International  
Effective: 08/10/2019

With Third Party Administrative Services Provided By:



## ***Introduction***

Welcome to your Student Dental Benefits Plan. The University of Oregon established the UO Dental Benefits Plan (referred to as the “Student Plan”) to provide dental coverage to help you and your eligible dependents (listed in the section titled ‘Becoming Eligible’ of the Medical Student Guide) stay well. We encourage you to familiarize yourself with the wide range of benefits and services offered by this Student Plan.

Any words or phrases used in this student guide that appear with an initial capital letter, or which are in *italics*, are defined terms. All such words or phrases are defined in the Definitions Section (see the Table of Contents for exact location). The University of Oregon highly encourages you to read this student guide in its entirety and to ask any questions you may have to ensure you understand your rights, responsibilities, and the benefits available to you under the terms of this Student Plan.

## ***Using this Student Guide***

This student guide will help you understand how this Student Plan works and how to use it. Please read it carefully and thoroughly.

Within this guide you will find Member Benefit Summaries for your dental plan and any other dental benefits provided under the University of Oregon’s Student Plan. The summaries work with this guide to explain this Student Plan. The guide explains the services covered by this Student Plan; the benefit summaries tell you how much this Student Plan pays toward expenses and the amount for which you will be responsible.

The UO Student Health Benefits Plan team is available to answer your questions about eligibility, general plan design, and enrollment/termination (call 541-346-2832 or stop by the University Health Center). The customer service team at PacificSource is also available to answer questions about providers, benefits, prior authorizations, and specific claims questions. To contact PacificSource Customer Service, call 1-855-274-9814.

## ***Nature of this Student Plan***

This Student Plan is not an employee welfare benefit plan or an employer-sponsored plan. This Student Plan is not governed by the Employee Retirement Income Security Act (“ERISA”).

This Student Plan is "self-insured," which means benefits are paid by the University of Oregon and are not guaranteed by a separate insurance company. The University of Oregon, which is also the Plan Administrator, has contracted with the Third Party Administrator to perform certain administrative services related to this Student Plan.

PacificSource Health Plans (“PacificSource”) is the Third Party Administrator and will process Claims, answer dental benefit and Claim questions, and generally provide administrative services to this Student Plan.

As used in this student guide, the word ‘year’ refers to the Student Plan’s contract year, as follows: UO law students – August 10, -2019 to August 9, 2020 and UO students (undergraduate/non-law graduate students) – September 15, 2019 to September 14, 2020. The word ‘lifetime’ as used in this student guide refers to the period of time you participate in this Student Plan or any other student plan offered by the University of Oregon.

Representations not warranties: In the absence of fraud, all statements made by the University of Oregon with respect to this Student Plan will be considered representations and not warranties. No statement made for the purpose of effecting coverage will void the coverage or reduce benefits unless it is contained in a written document signed by the University of Oregon and a provided to a student.

### ***Retention of Fiduciary Duties***

The University of Oregon has retained all fiduciary duties under this Student Plan, including all interpretations of this Student Plan and the eligibility, benefits and exclusions it contains. This means that the University of Oregon is solely responsible for all final decisions regarding what benefits are or will be covered, both now and in the future. The University of Oregon is solely responsible for the design of this Student Plan. The University of Oregon is solely responsible for setting any and all criteria used to determine enrollment and eligibility.

### ***Governing Law***

This Student Plan must comply with both state and federal law, including required changes occurring after this Student Plan's effective date. Therefore, coverage is subject to change as required by law.

### ***Questions?***

If you have any questions, please contact the Student Health Benefits Team or PacificSource Customer Service staff. Please give them a call, visit them on the Internet, or stop by their offices.

UO Student Health Benefits Team  
General Questions on Eligibility, Enrollment, Plan Design, Premiums:  
1-541-346-2832  
Website  
[Health.uoregon.edu/insurance](http://Health.uoregon.edu/insurance)

PacificSource Customer Service Team  
Specific Questions on Claims, Provider Network, Benefits, etc.:  
1-855-274-9814

PacificSource Headquarters  
110 International Way, Springfield, OR 97475  
PO Box 7068, Springfield, OR 97475-0068  
Phone (541) 686-1242 or (800) 624-6052  
Website  
[PacificSource.com/uo](http://PacificSource.com/uo)

*Para asistencia en español, por favor llame al número (866) 281-1464.*

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# ADULT DENTAL BENEFIT SUMMARY

## UO Care Dental Plan for individuals age 19 and older International Students

**Who is eligible?** University of Oregon Guidelines

**Provider Network:** UO Exclusive Network

**Student Health Center: University Health Center (UHC)**

**If the member is a student of or member of the University of Oregon, the Student Health Center listed above is considered an in-network provider for covered services.** Services provided by the Student Health Center are covered per University guidelines.

This Student Plan covers the following services when performed by a licensed dentist, dental hygienist or denturist to the extent that they are operating within the scope of their license as required under the law in the state of issuance, and when determined to be necessary, usual, and customary by the standards of generally accepted dental practice for the prevention or treatment of oral disease or for accidental injury, including masticatory function (chewing of food).

Annual Deductible	Per Person, Per Contract Year	Per Family, Per Contract Year
All Providers	\$150	\$450
Annual Benefit Maximum		
\$1,000 per person per contract year. Applies to all covered services.		

**The member is responsible for any amounts shown above, in addition to the following amounts.**

Service	University Health Center (UHC)	UO Exclusive Network (In-network Providers)	Out-of-network Providers
<b>Class I Services (Covered for enrolled individuals age 19 and older.)</b>			
Bitewing films, full mouth x-rays, cone beam x-rays, and/or panorex	No deductible, No charge	No deductible, No charge	No deductible, No charge
Dental cleaning (Periodontal maintenance)	No deductible, No charge	No deductible, No charge	No deductible, No charge
Examinations (During regular office hours)	No deductible, No charge	No deductible, No charge	No deductible, No charge

Examinations (after hours)	Not available	Deductible then 30% co-insurance	Deductible then 40% co-insurance
Fluoride (topical or varnish applications)	No deductible, No charge	No deductible, No charge	No deductible, No charge
<b>Class II Services (Covered for enrolled individuals age 19 and older.)</b>			
Fillings	Deductible then 20% co-insurance	Deductible then 30% co-insurance	Deductible then 40% co-insurance
Alveoloplasty	Deductible then 20% co-insurance	Deductible then 30% co-insurance	Deductible then 40% co-insurance
Anti-Microbial Agents	Deductible then 20% co-insurance	Deductible then 30% co-insurance	Deductible then 40% co-insurance
Brush biopsies	Deductible then 20% co-insurance	Deductible then 30% co-insurance	Deductible then 40% co-insurance
Core build-up	Deductible then 20% co-insurance	Deductible then 30% co-insurance	Deductible then 40% co-insurance
Crown re-cement	Deductible then 20% co-insurance	Deductible then 30% co-insurance	Deductible then 40% co-insurance
Denture relines	Deductible then 20% co-insurance	Deductible then 30% co-insurance	Deductible then 40% co-insurance
Diagnostic Casts	Deductible then 20% co-insurance	Deductible then 30% co-insurance	Deductible then 40% co-insurance
Full mouth debridement	Deductible then 20% co-insurance	Deductible then 30% co-insurance	Deductible then 40% co-insurance
Palliative Care	Deductible then 20% co-insurance	Deductible then 30% co-insurance	Deductible then 40% co-insurance
Periodontal scaling and root planing	Deductible then 20% co-insurance	Deductible then 30% co-insurance	Deductible then 40% co-insurance
Pin retention fillings	Deductible then 20% co-insurance	Deductible then 30% co-insurance	Deductible then 40% co-insurance
Pulp capping	Deductible then 20% co-insurance	Deductible then 30% co-insurance	Deductible then 40% co-insurance
Pulpotomy	Deductible then 20% co-insurance	Deductible then 30% co-insurance	Deductible then 40% co-insurance
Simple extractions	Deductible then 20% co-insurance	Deductible then 30% co-insurance	Deductible then 40% co-insurance
Tooth desensitization	Deductible then 20% co-insurance	Deductible then 30% co-insurance	Deductible then 40% co-insurance

<b>Class III Services (Covered for enrolled individuals age 19 and older.)</b>			
Bone grafting	Not available	Deductible then 50% co-insurance	Deductible then 50% co-insurance
Bridges	Deductible then 40% co-insurance	Deductible then 50% co-insurance	Deductible then 50% co-insurance
Complicated oral surgery	Deductible then, 40% co-insurance	Deductible then 50% co-insurance	Deductible then 50% co-insurance
Crowns	Deductible then 40% co-insurance	Deductible then 50% co-insurance	Deductible then 50% co-insurance
Dentures	Deductible then, 40% co-insurance	Deductible then 50% co-insurance	Deductible then 50% co-insurance
Implants	Deductible then 40% co-insurance	Deductible then 50% co-insurance	Deductible then 50% co-insurance
Night guards	Deductible then, 40% co-insurance	Deductible then 50% co-insurance	Deductible then 50% co-insurance
Periodontal surgery	Deductible then, 40% co-insurance	Deductible then 50% co-insurance	Deductible then 50% co-insurance
Replacement of existing prosthetic device	Deductible then 40% co-insurance	Deductible then 50% co-insurance	Deductible then 50% co-insurance
Root canal therapy	Deductible then 40% co-insurance	Deductible then 50% co-insurance	Deductible then 50% co-insurance
Veneers	Deductible then, 40% co-insurance	Deductible then 50% co-insurance	Deductible then 50% co-insurance

This is a brief summary of benefits. Refer to the student guide for additional information or a further explanation of benefits, limitations, and exclusions.

## Additional Information

### What is the annual deductible?

This Student Plan's dental deductible is the amount of money that members pay first, before this Student Plan starts to pay. Members will see that some services are covered by this Student Plan without their needing to meet the deductible. The individual deductible applies if members enroll without dependents. If a member and one or more dependents enroll, the individual deductible applies for each member only until the family deductible has been met.

In-network provider expense and out-of-network provider expense apply together toward the deductibles.

## **What is the annual benefit maximum?**

The annual benefit maximum is the maximum amount payable by this Student Plan for covered services received each contract year.

## **Payments to providers**

Payment to providers is based on the prevailing or contracted PacificSource fee allowance for covered services. In-network providers accept the fee allowance as payment in full. Out-of-network providers are allowed to balance bill any remaining balance that this Student Plan did not cover. Services of non-participating providers could result in out-of-pocket expense in addition to the percentage indicated above.

## **Predetermination**

Coverage of certain dental services and surgical procedures are by review. When a planned dental service exceeds \$300, PacificSource recommends a predetermination to determine if certain services and supplies are covered under this Student Plan, and if you meet this Student Plan's eligibility requirements. Predeterminations are not a guarantee of payment and do not change your out-of-pocket expense.



# BECOMING ELIGIBLE

University of Oregon students who are deemed eligible under the terms and conditions of the UO Student Health Benefits Plan are also eligible for this dental plan. Enrollment in the dental plan is automatic based on enrollment in the medical plan. Please see the Medical Student Guide for information regarding Eligibility and Enrollment of Dependents.

Pediatric dental services are covered for enrolled individuals age 18 and younger on the Comprehensive Pediatric Student Plan. Coverage for pediatric services will end on the last day of the month in which the enrolled individual turns 19. Frequency limits of the Comprehensive Pediatric Student Plan are as required under the Affordable Care Act (ACA). Individuals will automatically be transitioned from the Comprehensive Pediatric Student Plan to this Student Dental Plan.

## EFFECTIVE DATE OF COVERAGE, OPEN ENROLLMENT PERIODS, PAYMENT DEADLINES

Coverage for each International Student who enrolls is effective on the first day of the period in which you are eligible and premium has been paid. The effective date is the first day of the 'Term/Semester Coverage Periods' listed below.

### *Effective Date of Coverage:*

	<b>UO Students (Term-Based)</b>	<b>UO Law Students (Semester-Based)</b>
<b>Annual Coverage Period:</b>	9/15/19 – 9/14/20	8/10/19 – 8/09/20
<b>Term/Semester Coverage Periods:</b>		
Fall Term/Semester	9/15/19 – 12/31/19	8/10/19 – 1/11/20
Winter Term	1/01/20 – 3/28/20	N/A
Spring Term/Semester	3/29/20 – 9/14/20	1/12/20 – 8/09/20
Summer Only	6/14/20 – 9/14/20	N/A

Note: The Spring Term/Semester coverage period includes automatic extension of coverage through the summer term/semester, regardless of whether or not the student meets any of the eligibility criteria for the summer term/semester.

*Open Enrollment Periods & Deadlines:*

International Students may enroll eligible dependents, submit waiver forms, and meet premium payment deadlines during the timeframes noted below.

	<b>UO Students (Term-Based)</b>	<b>UO Law Students (Semester-Based)</b>
<b>Plan Year</b>	9/15/19 – 9/14/20	8/10/19 – 8/09/20
<b>Fall Term/Semester Dates:</b>		
Open Enrollment Begins	8/01/19	8/01/19
Compliance Deadline (Payment Deadline, Waiver Deadline, Open Enrollment Closes)	10/06/19 at 5:00 pm	9/04/19 at 5:00 pm
Late Waiver/Enrollment Deadline	11/01/19 at 5:00 pm	9/27/19 at 5:00 pm
Coverage Period	9/15/19 – 12/31/19	8/10/19 – 1/11/20
<b>Winter Term Dates:</b>		
Open Enrollment Begins	12/01/19	N/A
Compliance Deadline (Payment Deadline, Waiver Deadline, Open Enrollment Closes)	1/12/20 at 5:00 pm	N/A
Late Waiver/Enrollment Deadline	2/07/20 at 5:00 pm	N/A
Coverage Period	1/01/20 – 3/28/20	N/A
<b>Spring Term/Semester Dates:</b>		
Open Enrollment Begins	3/01/20	12/01/19
Compliance Deadline (Payment Deadline, Waiver Deadline, Open Enrollment Closes)	4/05/20 at 5:00 pm	1/22/20 at 5:00 pm
Late Waiver/Enrollment Deadline	5/01/20 at 5:00 pm	2/14/20 at 5:00 pm
Coverage Period	3/29/20 – 9/14/20	1/12/20 – 8/09/20
<b>Summer Term Dates:</b>		
Open Enrollment Begins	6/01/20	N/A
Compliance Deadline (Payment Deadline, Waiver Deadline, Open Enrollment Closes)	6/28/20 at 5:00 pm	N/A
Late Waiver/Enrollment Deadline	7/24/20 at 5:00 pm	N/A
Coverage Period	6/14/20 – 9/14/20	N/A

# GENERAL STUDENT PLAN PROVISIONS

## HIPAA COMPLIANCE STATEMENT

UO is a hybrid entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This means that some of UO's units and departments are required to comply with HIPAA, to the extent applicable, and some parts are not. Those units and departments that are required to comply with applicable provisions of HIPAA are called covered components. This Plan and the University Health Center (UHC) are covered components. While covered components are required to comply with applicable provisions of HIPAA, they are also required to comply with the Family Educational Rights and Privacy Act (FERPA) and UO policy. Other departments, such as the Registrar's Office and the Erb Memorial Union, are not required to comply with HIPAA and therefore they are not covered components. However, the confidentiality protections afforded by FERPA still apply to education records maintained in those departments. For more information regarding the protections and rights afforded by FERPA, please visit: <https://registrar.uoregon.edu/records-privacy>. The below sets forth the rights and protections you have relating to your protected health information (PHI), as that term is defined by HIPAA, disclosed in relation to this Plan and as prescribed by HIPAA.

1. Only the following employees or agents of the University of Oregon will have access to PHI. Those employees who as a part of their job duties: (i) require the information in order to resolve claims, referral, or other benefit issues on behalf of the members; or (2) require the information to resolve enrollment and payment issues on behalf of this Student Plan;
2. This Plan and the UHC have sufficient administrative, physical and technical safeguards in place to protect the privacy of the PHI from any unauthorized use or disclosure in compliance with all applicable state and federal laws;
3. This Plan and UHC shall have a process in place prior to the receipt of any PHI for the sole purpose of investigating and resolving any suspected incidents where PHI has been improperly accessed, used, or disclosed by the Plan or UHC's employee or agent;
4. Neither this Plan nor UHC will disclose PHI other than as permitted or required by law or this Student Plan;
5. This Plan and the UHC will ensure that any agent agrees to the same restrictions and conditions that apply to the University with respect to such PHI;
6. This Plan and the UHC will not use PHI disclosed by PacificSource for any employment-related action or in connection with any other benefit or employee benefit plan of UO;
7. This Plan and the UHC have a written policy for investigating and appropriately reporting any security incidents that relate to PHI to PacificSource;
8. This Plan and the UHC will make available PHI in accordance with 45 CFR § 164.524;

9. This Plan and the UHC will make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526;
10. This Plan and the UHC will make available the information required to provide an accounting of disclosure in accordance with 45 CFR § 164.528;
11. This Plan and the UHC will make its internal practices, books, and records relating to the use and disclosure of PHI received from this Student Plan available to the Secretary for purposes of determining compliance by this Student Plan with the provisions of 45 CFR § 164.504.
12. This Plan and the UHC will return or destroy all PHI received from this Student Plan that the UO still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
13. This Plan and the UHC will ensure that the adequate separation between employees who need access to PHI to perform their assigned job functions and those who do not is established and enforced.

As noted above, the protections described above apply to PHI disclosed by PacificSource to UO as the Plan Sponsor. For information regarding other rights relating to your education records and medical information under FERPA and UO policy, please visit:

<https://registrar.uoregon.edu/records-privacy> (FERPA);

<https://health.uoregon.edu/files/NPP-English-2018.pdf> (Notice of Privacy Practices);

<https://policies.uoregon.edu/III.05.02> (UO policy regarding confidentiality of client/patient health care and survivors' services information.)

**Rescissions.** This Student Plan may rescind a student's or student's dependents coverage if the student or dependent, or the person seeking coverage on their behalf, performs an act, practice, or omission that constitutes fraud or makes an intentional misrepresentation of a material fact. The student or dependent will be given 30 days' prior written notice of any rescission of coverage, and offered an opportunity to appeal that decision.

## TERM AND TERMINATION – COVERAGE

- **Students.** Coverage for a student will end on the first of the following events:
  - the date this Student Plan terminates;
  - the date on which the student withdraws from the school because of entering the armed forces of any country.
  - the date that aligns to the student's eligibility as describe in the section title, "Becoming Eligible".

- **Dependents.** Coverage for a student's dependent(s) will end when coverage for the student ends. Coverage will end prior to that time in the event of one of the following:
  - the date the student fails to pay any required premium;
  - on the last day of the coverage period in which the dependent(s) leaves the US, and in accordance with the section above, titled "Dependent Enrollment";
  - for a dependent child, on the last day of the coverage period following the child's 26<sup>th</sup> birthday;
  - for a spouse, the last day of the coverage period in which the marriage ends in divorce or annulment;
  - for a domestic partner, the earliest to occur of: (a) the date this Student Plan no longer allows coverage for domestic partners; or (b) the last day of the coverage period in which the domestic partnership is terminated (the student must provide written notice of such termination to PacificSource).

Termination will not prejudice any claim for a charge that is incurred prior to the date coverage ends.

## USING THE PROVIDER NETWORK

This Student Plan's benefits vary depending on where you receive care and services. In this section, you can find explanations for how your benefits will be applied and how your out-of-pocket expenses may vary depending on the provider you see. The Dental Benefit Summary includes the different tiers and network names, as well as the different reimbursement levels and cost-sharing for those different tiers (for example, the university health center, in-network providers, and out-of-network providers). This information is not meant to prevent you from seeking treatment from any provider if you are willing to take increased financial responsibility for the charges incurred.

All dental providers are independent contractors. The University of Oregon or PacificSource cannot be held liable for any claim for damages or injuries you experience while receiving medical care.

### UNIVERSITY HEALTH CENTER (UHC)

The Student Plan provides 100% coverage for dentally necessary, eligible services received at the University Health Center. It is important to note that students who pay the Student Administrative Health Fee (SAHF) receive University Health Center services at a reduced rate.

### IN-NETWORK PROVIDERS

In-network providers contract with PacificSource or the University of Oregon, directly or indirectly, to provide dental services and supplies to members enrolled in this Student Plan for a set fee. That fee is called the contracted allowable fee. In-network providers agree not to collect more than the contracted allowable fee. When you receive covered services or supplies from an in-network provider, you are only responsible for the amounts stated in the Dental

Benefit Summary. Depending on this Student Plan, those amounts can include deductibles, co-payments, and/or co-insurance payments.

## OUT-OF-NETWORK PROVIDERS

When you receive dental services or supplies from an out-of-network provider, payment and application of benefits are as follows:

- Eligible charges considered for payment to out-of-network providers are based on the contracted allowable fee.
- This Student Plan makes payment for out-of-network providers at the percentage stated in the Dental Benefit Summary. As the out-of-network provider's usual charge may exceed the contracted allowable fee, the dollar amount this Student Plan pays may be a lower percentage of the provider's total charge than the out-of-network provider co-insurance stated in the Dental Benefit Summary.
- The following illustrates how payment could be made for the same service in two different settings: with an in-network provider and with an out-of-network provider. This is only an example; this Student Plan's benefits may be different:

	<b>In-network Provider</b>	<b>Out-of-network Provider</b>
Provider's usual charge	\$110	\$110
Provider discount	\$10	\$0
The allowable fee	\$100	\$90
Member's co-insurance	20%	20%
The Plan's payment	\$80	\$72
Member's amount of allowable fee	\$20	\$18
Charges above allowable fee	\$0	\$20
Member's total payment due to provider	\$20	\$38
Percent of charge paid by the Plan	80%	65%
Percent of charge paid by member	20%	35%

## FINDING IN-NETWOK PROVIDER INFORMATION

You can find up-to-date in-network provider information:

- Ask your dental care provider if they are an in-network provider for your network.
- On the website, [PacificSource.com/uo](http://PacificSource.com/uo) Go to Find a Doctor or Drug to easily look up in-network providers. You can also print your own customized directory.
- Contact the PacificSource Customer Service team. Their staff can answer your questions about specific providers.

# DENTAL PLAN BENEFITS

When this Student Plan pays for dental services, it actually pays the percentage of charges based on reasonable and customary charges. A charge is reasonable and customary when it falls within a general range of charges being made by most dental providers in your service area for similar treatment of similar dental conditions. If the charge for a treatment or service is more than the reasonable and customary charge in your service area, you may be required to pay the difference. The reasonable and customary charge for dental expense is the 'covered charge' referred to in this student guide.

If you or your covered family member selects a more expensive treatment than is customarily provided, this Student Plan will pay the applicable percentage of the lesser fee. You will be responsible for the balance of the provider's charges.

Subject to all the terms of this Student Plan, incurred dental expense for the following services and supplies are covered according to the Dental Benefit Summary. Benefits are eligible for payment only to the extent a charge is, or would be, made for the least costly service or supply appropriate to your dental treatment. Charges in excess of the least costly service or supply appropriate for treatment, or the usual, customary and reasonable fee, are not covered under this Student Plan and become your responsibility.

## COVERED DENTAL SERVICES

**These dental services are for enrolled individuals age 19 and older.**

This Student Plan covers the following services when performed by an eligible provider, and when determined to be necessary by the generally accepted standards of dental practice for the prevention or treatment of oral disease or for accidental injury, including masticatory function. Covered services may also be provided by a dental hygienist or denturist to the extent that they are operating within the scope of their license as required under state law.

Covered dental services are organized into different classes, starting with preventive care and advancing into specialized dental treatments.

## CLASS I SERVICES (For Enrolled Individuals Age 19 and Older)

- Benefits for **dental cleaning (prophylaxis and periodontal maintenance)** are limited to a combined total of two procedures per person per contract year. The limitation for dental cleaning applies to any combination of prophylaxis and/or periodontal maintenance in the contract year. A separate charge for periodontal charting is not a covered benefit. Periodontal maintenance is not covered when performed within three months of periodontal scaling, root planing, and/or curettage.
- Benefits for **examinations** (routine, other diagnostic exams, and problem focused exams) are limited to combined total of two examinations per person per contract year. Separate charges for review of a proposed treatment plan or for diagnostic aids, such as study models and diagnostic lab tests (other than brush biopsies), are not covered. Please see the Dental Benefit Summary for the member responsibility of those examinations completed after normal office hours.

- Benefits for **fluoride (topical or varnish applications)** are limited to a combined total of four applications per contract year.
- Benefits for a **full mouth series of x-rays, a cone beam x-ray, or panorex** are limited to one complete full mouth series, cone beam x-ray, or panorex in any five contract year period and further limited to four bitewing films in a 12 month period. When an accumulative charge for additional periapical x-rays in a one year period matches that of a complete mouth series, no further benefits for periapical x-rays, cone beam x-rays, or panorex are available for the remainder of the year.

## CLASS II SERVICES (For Enrolled Individuals Age 19 and Older)

- Benefits for **anti-microbial agents** are a covered.
- Benefits for **alveoloplasty** are a covered.
- Benefits for **brush biopsies** used to aid in the diagnosis of oral cancer are covered.
- Benefits for a **composite, resin, or similar restoration** (fillings) are covered. This Student Plan will pay for a filling on a tooth surface only once per contract year. Three or more surface fillings are limited to one per surface per contract year.
- Benefits for **core build-ups** are used covered when used to restore a tooth that has been treated endodontically (root canal).
- Benefits for **denture relines** are covered only once every 12 months.
- Benefits for **diagnostic casts** are a covered.
- Benefits for **full mouth debridement** are limited to once every 36 months. This procedure is only covered if the teeth have not received a prophylaxis in the prior 36 months and if an evaluation cannot be performed due to the obstruction by plaque and calculus on the teeth. This procedure is not covered if performed on the same date as the prophylaxis.
- Benefits for **palliative care** are a covered.
- Benefits for **periodontal scaling, root planing, and/or curettage** are limited to only one procedure per quadrant in any 24 month period. For the purpose of this limitation, eight or fewer teeth existing in one arch will be considered one quadrant.
- Benefits for **pin retention** in addition to restoration (fillings) are a covered.
- Benefits for **pulp capping** are payable only when there is an exposure to the pulp. These are direct pulp caps. Coverage for indirect pulp caps are covered as part of the restoration fee and are not covered as a separate charge.
- Benefits for a **pulpotomy** are payable only for deciduous teeth.
- Benefits for the **re-cementing of crowns** is a covered benefit.
- Benefits for **simple extractions of teeth** and other minor oral surgery procedures are covered.



## CLASS III SERVICES (For Enrolled Individuals Age 19 and Older)

- Benefits for **bone replacement grafts** are covered when used to prepare sockets for implants after tooth extraction.
- Benefits for an initial **cast partial denture, full denture, immediate denture, or overdenture** are limited to the cost of a standard full or cast partial denture. Charges for denture adjustments and repairs are covered. Cast restorations for partial denture abutment teeth or for splinting purposes are not covered unless the tooth in and of itself requires a cast restoration.
- Benefits for **complicated oral surgery procedures**, such as the removal of impacted teeth, frenulectomy, and frenulosplasty, are limited to procedures that are covered by this Student Plan and have been predetermined by PacificSource.
- Benefits for **crowns** and other cast or laboratory processed restorations are limited to the restoration of any one tooth every five years. If a tooth can be restored with a material such as amalgam or composite resin, covered charges are limited to the cost of amalgam or non-laboratory composite resin restoration even if another type of restoration is selected by the patient and/or dentist.
- Benefits for an initial **fixed bridge or removable cast partial** are covered. Benefits for temporary full or partial dentures must be predetermined by PacificSource.
- Benefits for **general anesthesia** administered by a dentist in a dental office in conjunction with approved oral surgery procedures are covered.
- Benefits for the surgical placement and removal of **implants** are limited to once per lifetime per tooth space for each service for members. Services must be predetermined by PacificSource to be covered. Benefits include final crown implant abutment over a single implant, final implant-supported bridge abutment, and implant abutment or pontic. An alternative benefit per arch of a conventional full or partial denture for the final implant-supported full or partial denture prosthetic device is available.
- Benefits for **night guards** are a covered.
- Benefits for the **replacement of an existing prosthetic device** are provided only when the device being replaced is unserviceable, cannot be made serviceable, and has been in place for at least five years.
- Benefits for **root canal therapy** are covered.
- Benefits for **periodontal surgery** are limited to procedures that have been predetermined by PacificSource and accompanied by a periodontal diagnosis and history of conservative (non-surgical) periodontal treatment. Gingivectomy: per quadrant is limited to once per quadrant per 36 month period. Gingivectomy: per one to three teeth is limited to once per quadrant per 36 month period. Gingival flap procedure: per one to three teeth per quadrant is limited to once per site per 36 month period. Localized delivery of chemotherapeutic agents.

- Benefits for **tooth desensitization** are covered up to one application per tooth per contract year as a separate procedure from other dental treatment.
- Benefits for **Veneers** are covered for dentally necessary treatment not associated with aesthetic dental procedures.

There is a 36 month wait period for benefits for the initial placement of full or partial dentures, fixed bridges (including acid-etch metal bridges), and implants for the replacement of natural teeth. However, this wait period is waived if the natural tooth has been lost or extracted while covered under this Student Plan.

## BENEFIT LIMITATIONS AND EXCLUSIONS

### EXCLUDED SERVICES

This Student Plan does *not* cover the following:

- Aesthetic dental procedures – Services and supplies provided in connection with dental procedures that are primarily aesthetic, including bleaching of teeth and labial veneers.
- Athletic activities – Any injuries sustained while competing or practicing for a professional or semiprofessional athletic contest.
- Athletic mouth guards.
- Benefits not stated – Services and supplies not specifically described as benefits under this Student Plan and/or any amendment attached hereto.
- Biopsies or histopathologic exams – A separate charge for a biopsy of oral tissue or histopathologic exam.
- Bone replacement grafts are only covered when used to prepare sockets for implants after tooth extraction.
- Charges for phone consultations, missed appointments, get acquainted visits, completion of claims forms, or reports PacificSource needs to process claims.
- Charges over the usual, customary, and reasonable fee (UCR) – Any amount in excess of the UCR for a given service or supply.
- Collection of cultures and specimens.
- Comprehensive periodontal exams.
- Connector bar or stress breaker.
- Core build-ups are not covered unless used to restore a tooth that has been treated endodontically (root canal).
- Cosmetic/reconstructive services and supplies – Procedures, appliances, restorations, or other services that are primarily for cosmetic/reconstructive purposes (does not apply to emergency services). This includes services or supplies rendered primarily to correct

congenital or developmental malformations, including, but not limited to, peg laterals, cleft palate, maxillary and mandibular (upper and lower jaw) malformations, enamel hypoplasia, veneers, and fluorosis (discoloration of teeth). However, the replacement of congenitally missing teeth is covered.

- Denture replacement made necessary by loss, theft, or breakage.
- Drugs and medications that are prescribed drugs and take-home medicine or supplies distributed by a provider for any member. As well as premedication drugs, analgesics (for example, nitrous oxide or non-intravenous sedation), and any other euphoric drugs.
- Educational programs – Instructions and/or training in plaque control and oral hygiene.
- Expense incurred by a covered person; not a United States citizen; for services performed within the student's home country.
- Experimental, investigational, or unproven procedures – Services, supplies, protocols, procedures, devices, drugs or medicines, or the use thereof that are experimental, investigational, or unproven for the diagnosis and treatment of the patient. An experimental, investigational, or unproven service is not made eligible for benefits by the fact that other treatment is considered by the member's dental care provider to be ineffective or not as effective as the service, or that the service is prescribed as the most likely to prolong life.
- Fractures of the maxilla and mandible – Surgery, services, and supplies provided in connection with the treatment of simple or compound fractures of the maxilla or mandible.
- General anesthesia except when administered by a dentist in connection with oral surgery in his/her office.
- Gingivectomy, gingivoplasty, or crown lengthening in conjunction with crown preparation or fixed bridge services done on the same date of service.
- Hospital charges or additional fees charged by the dentist for hospital treatment.
- Hypnosis.
- Indirect pulp caps are to be included in the restoration process, and are not a separate covered benefit.
- Infection control – A separate charge for infection control or sterilization.
- Intra and extra coronal splinting – Devices and procedures for intra and extra coronal splinting to stabilize mobile teeth.
- Mail order or Internet/web based provider are not eligible providers.
- Night guards.
- Orthodontic services – Repair or replacement of orthodontic appliances furnished under this Student Plan.
- Orthodontic services – Treatment of misalignment of teeth and/or jaws, or any ancillary services expressly performed because of orthodontic treatment.

- Orthognathic surgery – Surgery to manipulate facial bones, including the jaw, in patients with facial bone abnormalities performed to restore the proper anatomic and functional relationship to the facial bones.
- Periodontal probing, charting, and re-evaluations.
- Photographic images.
- Precision attachments.
- Pulpotomies on permanent teeth.
- Removal of clinically serviceable amalgam restorations to be replaced by other materials free of mercury, except with proof of allergy to mercury.
- Sealants.
- Services covered by the member's medical plan.
- Services for rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion, or for stabilizing the teeth.
- Services or supplies provided by or payable under any plan or program established by a domestic or foreign government or political subdivision, unless such exclusion is prohibited by law.
- Services or supplies with no charge, or for which the member is not legally required to pay, or for which a provider or facility is not licensed to provide even though the service or supply may otherwise be eligible. This exclusion includes any service provided by the member, or any licensed dental professional that is directly related to the member by blood or marriage.
- Services or supplies provided outside of the United States, except in cases of emergency.
- Splints, or appliances used to increase vertical dimensions, restore the occlusion, or correct habits such as tongue thrust and grinding teeth. Periodontal splinting including crowns and bridgework used in conjunction with periodontal splinting.
- Sinus lift grafts to prepare sinus site for implants.
- Space maintainers.
- Stress-breaking or habit-breaking appliances.
- Third party liability, motor vehicle liability, motor vehicle insurance coverage, workers' compensation – Any services or supplies for illness or injury for which a third party is responsible or which are payable by such third party or which are payable pursuant to applicable workers' compensation laws, motor vehicle liability, uninsured motorist, underinsured motorist, and personal injury protection insurance and any other liability and voluntary medical payment insurance to the extent of any recovery received from or on behalf of such sources.

- Tooth transplantation – Services and supplies provided in connection with tooth transplantation, including re-implantation from one site to another, splinting, and/or stabilization. This exclusion does not relate to the re-implantation of a tooth into its original socket after it has been avulsed (lost).
- Treatment after coverage ends – Services or supplies a member receives after the member’s coverage under this Student Plan ends
- Treatment not dentally necessary, according to acceptable dental practice, or treatment not likely to have a reasonably favorable prognosis.
- Treatment of any illness, injury, or disease resulting from an illegal occupation or attempted felony, or treatment received while in the custody of any law enforcement other than with local supervisory authority while pending disposition of charges.
- Treatment prior to enrollment – Dental services begun before you or your family member became eligible for those services under this Student Plan.
- Unwilling to release information – Charges for services or supplies for which a member is unwilling to release dental or eligibility information necessary to determine the benefits payable under this Student Plan.
- Vizilite.
- War-related conditions – The treatment of any condition caused by or arising out of an act of war, armed invasion, or aggression, or while in the service of the armed forces unless not covered by the member’s military or veterans coverage.

## EXCLUSION PERIODS

You may need to complete an exclusion period before benefits will be paid by this Student Plan. The exclusion period does not apply to persons covered under this Student Plan on the Student Plan’s original effective date if the person was continuously covered under a predecessor plan of the University of Oregon.

## CREDIT FOR PRIOR COVERAGE

You can receive credit toward this Student Plan’s exclusion period if you had qualifying dental coverage before enrolling in this Student Plan. To qualify for this credit, there may not have been more than a 63 day gap between your last day of coverage under the previous dental coverage and your first day of coverage under this Student Plan.

To demonstrate creditable coverage, a member may provide the University of Oregon with a Certificate of Creditable Coverage from a prior dental benefit plan.

## NECESSITY ACCORDING TO ACCEPTABLE DENTAL PRACTICE

The benefits of this Student Plan are paid only toward the covered expense of necessary diagnosis or treatment according to acceptable dental practice. This is true even though the service or supply is not specifically excluded. All treatment is subject to review for necessity according to acceptable dental practice. Review of treatment may involve prior approval,

concurrent review of the continuation of treatment, post-treatment review or any combination of these. Just because a dentist may prescribe, order, recommend, or approve a service or supply does not, of itself, make the charge a covered expense.

The University of Oregon has the right to arrange, at its expense, a second opinion by a provider of its choice, and is not required to pay benefits unless that opinion has been rendered.

## INDIVIDUAL BENEFITS MANAGEMENT

Individual benefits management addresses, as an alternative to providing covered services, PacificSource's consideration of economically justified alternative benefits. The decision to allow alternative benefits will be made by PacificSource on a case-by-case basis. PacificSource's determination to cover and pay for alternative benefits for a member shall not be deemed to waive, alter, or affect PacificSource's right to reject any other or subsequent request or recommendation. PacificSource may elect to provide alternative benefits if PacificSource and the member's attending provider concur in the request for and in the advisability of alternative benefits in lieu of specified covered services, and, in addition, PacificSource concludes that substantial future expenditures for covered services for the member could be significantly diminished by providing such alternative benefits under the individual benefit management program.

## CLAIMS PAYMENT

### *How to File a Claim*

When a PacificSource in-network provider treats you, your claims are automatically sent to PacificSource and processed. All you need to do is show your PacificSource member ID card to the provider.

If you receive care from an out-of-network provider, the provider may submit the claim to PacificSource for you. If not, you are responsible for sending the claim to PacificSource for processing. Your claim must include a copy of your provider's itemized bill. It must also include your name, PacificSource member ID number or social security number, and the patient's name. If you were treated for an accidental injury, please include the date, time, place, and circumstances of the accident.

All claims for benefits should be turned in to PacificSource within 90 days of the date of service. If it is not possible to submit a claim within 90 days, turn in the claim with an explanation as soon as possible. In some cases, PacificSource may accept the late claim. This Student Plan will never pay a claim that was submitted more than a year after the date of service.

### *Proofs of Loss*

PacificSource, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proof of loss. If such forms are not furnished by PacificSource within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Student Plan as to proof of loss. Upon receipt of the forms for proof of loss, the claimant then must submit the proofs of loss within 90 days of the date of the

loss or as soon as reasonably possible. 'Proofs of loss' include written proof covering the occurrence, the character and the extent of the loss for which claim is made.

All claims should be sent to:

*PacificSource Health Plans  
Attn: Dental Claims  
PO Box 7068  
Springfield, OR 97475-0068*

### *Claims Payment Practices*

Unless additional information is needed to process your claim, PacificSource will make every effort to pay or deny your claim within 30 days of receipt. If a claim cannot be paid within 30 days of receipt because additional information is needed, PacificSource will acknowledge receipt of the claim and explain why payment is delayed. If PacificSource does not receive the necessary information within 15 days of the delay notice, PacificSource will either deny the claim or notify you every 45 days while the claim remains under investigation.

Payment of Claims - PacificSource, on behalf of the University of Oregon, has the sole right to pay benefits to the member, the provider, or both jointly. Neither the benefits of this Student Plan nor a claim for payment of benefits under this Student Plan are assignable in whole or in part to any person or entity.

### *Questions About Claims*

If you have questions about the status of a claim, you are welcome to contact the PacificSource Customer Service team. You may also contact Customer Service if you believe a claim was denied in error. PacificSource will review your claim and this Student Plan benefits to determine if the claim is eligible to be reprocessed accordingly.

### *Benefits Paid in Error*

If PacificSource, on behalf of the University of Oregon, makes a payment to you that you are not entitled to, or pays a person who is not eligible for payment, they may recover the payment. PacificSource may also deduct the amount paid in error from your future benefits.

In the same manner, if PacificSource applies dental expense to this Student Plan deductibles that would not otherwise be reimbursable under the terms of this Student Plan; PacificSource may deduct a like amount from the accumulated deductible amount and/or recover payment of the dental expense that would have otherwise been applied to the deductibles. Examples of amounts recoverable under this provision include, but are not limited to services for an excluded dental condition. The fact that a dental expense was applied to this Student Plan's deductible does not in itself create an eligible expense or infer that benefits will continue to be provided for an otherwise excluded condition.

## COORDINATION OF BENEFITS

The Student Plan serves as secondary coverage in coordination of benefits situations. However, this Plan serves as primary coverage when the member also has coverage through the Oregon Health Plan, other state Medicaid plans, federal health plans, or tribal plans. The

Plan is formed under the authority granted by ORS 352.087 and therefore is not subject to the insurance code, including the Coordination of Benefits rules as outline by the Division of Financial Regulation.

### *Special Provision for National Collegiate Athletic Association (NCAA)-Sanctioned Intercollegiate Sports*

Benefits for services related to participation in UO's NCAA-sanctioned intercollegiate sports are only provided by the Student Plan on a secondary payor basis. This provision does not apply to expenses incurred from the practice or play of intramural or club sports, as such expenses are covered on the same basis as any other injury.

The Student Plan provides benefits for injury or illness resulting from the practice or play of NCAA-Sanctioned Intercollegiate Sports when:

1. The maximum per-injury limits of insurance coverage provided by the NCAA are reached; or
2. A specific limitation or exclusion in NCAA coverage, or any other coverage provided by the UO Athletic Department for medical expenses incurred from practice or play of intercollegiate sports is applied to an expense that is otherwise eligible under the Student Plan.

In combination with insurance/benefits provided by the UO Athletic Department, this provision assures that intercollegiate athletes do not incur any out-of-pocket expense resulting from the practice or play of NCAA-sanctioned intercollegiate sports.

## THIRD PARTY LIABILITY

'Third party liability' means claims that are the responsibility of someone other than this Student Plan. The liable party may be a person, firm, or corporation. Auto accidents and 'slip-and-fall' property accidents are examples of common third party liability cases.

A third party includes liability and casualty insurance, and any other form of insurance that may pay money to or on behalf of a member, including but not limited to uninsured motorist coverage, under-insured motorist coverage, premises med-pay coverage, Personal Injury Protection (PIP) coverage, homeowner's insurance, and workers' compensation insurance.

*If you use this Student Plan's benefit for an illness or injury you think may involve another party, contact PacificSource right away.*

When PacificSource receives a claim that might involve a third party, they may send you a questionnaire to help determine responsibility.

In all third party liability situations, this Student Plan's coverage is secondary. By enrolling in this Student Plan, you automatically agree to the following terms regarding third party liability situations:

- If this Student Plan pays any claim that you claim is, or that is alleged to be, the responsibility of another party, you will hold the right of recovery against the other party in trust for this Student Plan.



- This Student Plan is entitled to reimbursement for any paid claims out of the recovery from a third party if there is a settlement, judgment, or recovery from any source. This is so regardless of whether the other party or insurer admits liability or fault, or otherwise disputes the relatedness of the claims paid by this Student Plan to the injury caused by the third party. This Student Plan shall have the first right of reimbursement in advance of all other parties, including the participant, and a priority to any money recovered from third parties.
- This Student Plan may subtract a proportionate share of the reasonable attorney's fees you incurred from the money you are to pay back to this Student Plan.
- This Student Plan may ask you to take action to recover dental expenses we have paid from the responsible party. This Student Plan may also assign a representative to do so on your behalf. If there is a recovery, this Student Plan will be reimbursed for any expenses or attorney's fees out of that recovery.
- If you receive a third party settlement, that money must be used to pay your related dental expenses incurred both before and after the settlement. If you have ongoing dental expenses after the settlement, this Student Plan may deny your related claims until the full settlement (less reasonable attorney's fees) has been used to pay those expenses.
- You and/or your agent or attorney must agree to keep segregated in its own account any recovery or payment of any kind to you or on your behalf that relates directly or indirectly to an injury or illness giving rise to this Student Plan's right of reimbursement or subrogation, until that right is satisfied or released.
- If any of these conditions are not met, then this Student Plan may recover any such benefits paid or advanced for any illness or injury through legal action, as well as reasonable attorney fees incurred by this Student Plan.
- Unless Federal Law is found to apply.
- This Student Plan's right to reimbursement overrides the made whole doctrine and this Student Plan disclaims the application of the made whole doctrine to the extent permitted by law.

### *Motor Vehicle and Other Accidents*

If you are involved in a motor vehicle accident or other accident, your related dental expenses are not covered by this Student Plan if they are covered by any other type of insurance policy.

This Student Plan may pay your dental claims from the accident if an insurance claim has been filed with the other insurance company and that insurance has not yet paid.

By enrolling in this Student Plan, you agree to the terms in the previous section regarding third party liability.

### *On-the-Job Illness or Injury and Workers' Compensation*

This Student Plan does not cover any work-related illness or injury, including those arising from self-employment. The only exceptions would be if:

- The appropriate state or federal workers' compensation insurance program has determined that coverage is not available for your injury; or
- You are employed with an Oregon Based Group, and have timely filed an application for coverage with the State Accident Insurance Fund or other Workers' Compensation Carrier and are waiting for determination of coverage from that entity.

The contractual rules for third party liability, motor vehicle and other accidents, and on-the-job illness or injury are complicated and specific. Please contact the PacificSource Third Party Claims team for complete details.

## COMPLAINTS, GRIEVANCES, AND APPEALS

### *Questions, Concerns, or Complaints*

The University of Oregon understands that you may have questions or concerns about your benefits, eligibility, the quality of care you receive, or about a claim determination. PacificSource will try to answer your questions promptly and give you clear, accurate answers based on the criteria adopted by the University of Oregon.

*If you have a question, concern, or complaint about your coverage, please contact the PacificSource Customer Service team. Many times, their Customer Service team can answer your question or resolve an issue to your satisfaction right away. If you feel your issues have not been addressed, you have the right to submit a grievance and/or appeal in accordance with this section.*

## GRIEVANCE PROCEDURES

If you are dissatisfied with the availability, delivery, or the quality of dental care services; or claims payment, handling, or reimbursement for dental care services, or matters pertaining to the relationship between you and this Student Plan, you may file a grievance in writing. PacificSource will attempt to address your grievance, generally within 30 days of receipt. (See How to Submit Grievances or Appeals below.)

## APPEAL PROCEDURES

If you believe the University of Oregon, or PacificSource acting on behalf of the University of Oregon, has improperly reduced or terminated a dental care item or service, or failed or refused to provide or make a payment in whole or in part for a dental care item or service, that is based on any of the reasons listed below, you or your authorized representative (see Definition section) may appeal (request a review) of that decision. The request for appeal must be made in writing and within 180 days of the adverse benefit determination. (See How to Submit Grievances or Appeals below). You may appeal if there is an adverse benefit determination based on a:

- Denial of eligibility for or termination of enrollment in a dental care plan;
- Rescission or cancellation of your coverage;
- Imposition of a Third Party Liability, network exclusion, annual benefit limit, or other limitation on otherwise covered services or items;

- Determination that a dental care item or service is experimental, investigational, unproven, or not a dental necessity, effective or appropriate; or
- Determination that a course or plan of treatment you are undergoing is an active course of treatment for the purpose of continuity of care.

Any staff involved in the initial adverse benefit determination will not be involved in the internal appeal.

You or your authorized representative may submit additional comments, documents, records, and other materials relating to the adverse benefit determination that is the subject of the appeal. If an authorized representative is filing on your behalf, is not considered to be filed until such time as PacificSource has received the 'Authorization to Use or Disclose PHI' and the 'Designation of Authorized Representative' forms.

You may receive continued coverage under this Student Plan for otherwise covered services pending the conclusion of the internal appeals process. If this Student Plan makes payment for any service or item on your behalf that is later determined not to be a covered service or item, you will be expected to reimburse this Student Plan for the non-covered service or item.

**Request for Expedited Response:** If there is a clinical urgency to do so, you or your authorized representative may request in writing or orally, an expedited response to an internal or external review of an adverse benefit determination. To qualify for an expedited response, your attending physician must attest to the fact that the time period for making a non-urgent benefit determination could seriously jeopardize your life, health, your ability to regain maximum function, or would subject you to severe pain that cannot be adequately managed without the dental care service or treatment that is the subject of the request. If your appeal qualifies for an expedited review and would also qualify for external review (see External Independent Review below), you may request that the internal and external reviews be performed at the same time.

**External Independent Review:** If your dispute with this Student Plan relates to an adverse benefit determination that a course or plan of treatment is not a dental necessity; is experimental, investigational, or unproven; is not an active course of treatment for purposes of continuity of care; or is not delivered in an appropriate dental care setting and with the appropriate level of care, you or your authorized representative may request an external review by an independent review organization (see How to Submit Grievances or Appeals below).

Your request for an independent review must be made within 180 days of the date of the internal appeal response. External independent review is available at no cost to you, but is generally only available when coverage has been denied for the reasons stated above and only after all internal grievance levels are exhausted. This Student Plan will pay for any cost associated with the external independent review.

### *Timelines for Responding to Appeals*

You will be afforded one level of internal appeal and, if applicable to your case, an external review. PacificSource will acknowledge receipt of an appeal no later than seven days after receipt. A decision in response to the appeal will be made within 30 days after receiving your request to appeal.

The above time frames do not apply if the period is too long to accommodate the clinical urgency of a situation, or if you do not reasonably cooperate, or if circumstances beyond your or PacificSource's control prevent either party from complying with the time frame. In the case of a delay, the party unable to comply must give notice of delay, including the specific circumstances, to the other party.

### *Information Available with Regard to an Adverse Benefit Determination*

The final adverse benefit determination will include:

- A reference to the specific internal rule or guideline PacificSource used in the adverse benefit determination; and
- An explanation of the scientific or clinical judgment for the adverse benefit determination, if the adverse benefit determination is based on dental necessity, experimental, investigational, or unproven treatment, or a similar exclusion.

Upon request, PacificSource will provide you with any additional documents, records or information that is relevant to the adverse benefit determination.

## HOW TO SUBMIT GRIEVANCES OR APPEALS

Before submitting a grievance or appeal, we suggest you contact PacificSource's Customer Service team with your concerns. You can reach them by phone or email using the contact information found on the first page of this student guide. Issues can often be resolved at this level. Otherwise, you may file a grievance or appeal by contacting:

### **Appeal Writing to:**

- PacificSource Health Plans
- Attn: Grievance Review
- PO Box 7068
- Springfield, OR 97475-0068

**Emailing** [studenthealth@pacificsource.com](mailto:studenthealth@pacificsource.com), with 'Grievance' as the subject

**Faxing** (541) 225-3628

If you are unsure of what to say or how to prepare a grievance, please contact PacificSource's Customer Service team. They will help you through the grievance process and answer any questions you have.

### *Assistance Outside this Student Plan or PacificSource*

You have the right to file a complaint or seek other assistance from the Division of Financial Regulation. Assistance is available:

- By calling (503) 947-7984 or the toll-free message line at (888) 877-4894
- By writing to:
  - Division of Financial Regulation
  - Consumer Advocacy Unit
  - PO Box 14480

- Salem, OR 97309-0405
- Through their website at [dfr.oregon.gov](http://dfr.oregon.gov)
- Or by email at [cp.ins@oregon.gov](mailto:cp.ins@oregon.gov)

## RESOURCES FOR INFORMATION AND ASSISTANCE

### *Assistance in Other Languages*

Student Plan members who do not speak English may contact PacificSource's Customer Service team for assistance. PacificSource can usually arrange for a multilingual staff member or interpreter to speak with them in their native language.

### *Information Available from the University of Oregon and PacificSource*

This Student Plan makes the following written information available to you free of charge. You may contact PacificSource's Customer Service team to request any of the following:

- A directory of dental providers under this Student Plan;
- Information about the drug list (also known as a formulary);
- A copy of the annual report on complaints and appeals;
- A description (consistent with risk-sharing information required by the Centers for Medicare and Medicaid Services, formerly known as Health Care Financing Administration), of any risk-sharing arrangements this Student Plan or PacificSource has with providers;
- A description of this Student Plan and/or PacificSource's efforts to monitor and improve the quality of dental services;
- Information about how PacificSource check the credentials of their network providers, and how you can obtain the names and qualifications of your dental providers;
- Information about PacificSource's predetermination and utilization review procedures; or
- Information about any dental plan offered by PacificSource.

### *Information Available from the Division of Financial Regulation about PacificSource*

The following consumer information is available from the Division of Financial Regulation:

- The results of all publicly available accreditation surveys;
- A summary of their health promotion and disease prevention activities;
- An annual summary of grievances and appeals against PacificSource;
- An annual summary of their utilization review policies;
- An annual summary of their quality assessment activities; and

- An annual summary of the scope of their provider network and accessibility of services.

You can request this information by contacting the Division of Financial Regulation:

- By calling (503) 947-7984 or the toll-free message line at (888) 877-4894
- By writing to:
  - Division of Financial Regulation
  - Consumer Advocacy Unit
  - PO Box 14480
  - Salem, OR 97309-0405
- Through their website at [dfr.oregon.gov](http://dfr.oregon.gov).
- Or by email at [cp.ins@oregon.gov](mailto:cp.ins@oregon.gov)

## RIGHTS AND RESPONSIBILITIES

*This Student Plan and PacificSource are committed to providing you with the highest level of service in the industry. By respecting your rights and clearly explaining your responsibilities under this Student Plan, we will promote effective dental care.*

*Your Rights as a Member:*

- You have a right to receive information about this Student Plan and PacificSource, our services, our providers, and your rights and responsibilities.
- You have a right to expect clear explanations of this Student Plan benefits and exclusions.
- You have a right to be treated with respect and dignity.
- You have a right to impartial access to dental care without regard to race, religion, gender, national origin, or disability.
- You have a right to honest discussion of appropriate or dentally necessary treatment options. You are entitled to discuss those options regardless of how much the treatment costs or if it is covered by this Student Plan.
- You have a right to the confidential protection of your records and personal information.
- You have a right to voice complaints about this Student Plan or the care you receive, and to appeal decisions you believe are wrong.
- You have a right to participate with your dental care provider in decision-making regarding your care.
- You have a right to know why any tests, procedures, or treatments are performed and any risks involved.
- You have a right to refuse treatment and be informed of any possible medical or dental consequences.

- You have a right to refuse to sign any consent form you do not fully understand, or cross out any part you do not want applied to your care.
- You have a right to change your mind about treatment you previously agreed to.

*Your Responsibilities as a Member:*

- You are responsible for reading this student guide and all other communications from this Student Plan and PacificSource, and for understanding this Student Plan's benefits. You are responsible for contacting PacificSource Customer Service if anything is unclear to you.
- You are responsible for making sure your provider obtains predetermination for any services that require it before you are treated.
- You are responsible for providing the University of Oregon and PacificSource with all the information required to provide benefits under this Student Plan.
- You are responsible for giving your dental care provider complete health information to help accurately diagnose and treat you.
- You are responsible for telling your providers you are covered by this Student Plan and showing your member ID card when you receive care.
- You are responsible for being on time for appointments, and calling your provider ahead of time if you need to cancel.
- You are responsible for any fees the provider charges for late cancellations or 'no shows'.
- You are responsible for contacting the University of Oregon or PacificSource if you believe you are not receiving adequate care.
- You are responsible for supplying information to the extent possible that this Student Plan or PacificSource needs in order to administer your benefits or your dental providers need in order to provide care.
- You are responsible for following plans and instructions for care that you have agreed to with your doctors.
- You are responsible for understanding your health and dental problems and participating in developing mutually agreed upon goals, to the degree possible.

## PRIVACY AND CONFIDENTIALITY

This Student Plan and PacificSource have strict policies in place to protect the confidentiality of your personal information, including your dental records. Your personal information is only available to the University of Oregon and PacificSource staff members who need that information to do their jobs.

Disclosure outside this Student Plan or PacificSource is allowed only when necessary to provide your coverage, or when otherwise allowed by law. Except when certain statutory exceptions apply, state law requires us to have written authorization from you (or your representative) before disclosing your personal information outside this Student Plan or

PacificSource. An example of one exception is that PacificSource does not need written authorization to disclose information to a designee performing utilization management, quality assurance, or peer review on their behalf.

## PLAN ADMINISTRATION

***Name of Plan:***

University of Oregon Student Dental Plan

***Name and Address:***

University of Oregon  
1232 University of Oregon  
Eugene, OR 97403

***University of Oregon's Employer Identification / Tax Identification Number:***

464727800

***Contract Year:***

UO Law Students: 8/10/2019 to 8/9/2020

UO Students (Undergraduate/Non-Law Graduate): 9/15/2019 to 9/14/2020

***Type of Plan:***

Student Dental Plan (self-insured)

***Type of Administration:***

This Student Plan is administered by the employees of the University of Oregon and under an administrative services agreement with a third-party administrator.

***Name and Address of Third Party Administrator:***

PacificSource Health Plans  
P.O. Box 7068  
Springfield, OR 97475-0068  
Phone: (888) 977-9299  
Fax: (541) 684-5264

***Name and Address of Designated Agent for Service of Legal Process:***

Office of General Counsel  
219 Johnson Hall  
1226 University of Oregon  
Eugene, OR 97403-1226



### ***Funding Method and Contributions:***

This Student Plan is self-insured, meaning that benefits are paid from the general assets and/or trust funds of the University of Oregon and are not guaranteed under an insurance policy or contract. The cost of this Student Plan is paid with contributions by the University of Oregon and participating students. The University of Oregon determines the amount of contributions to this Student Plan, based on estimates of claims and administration costs. The University of Oregon may purchase insurance coverage to guard against excess loss incurred by allowed claims under this Student Plan, but such coverage is not included as part of this Student Plan.

### ***Student Plan Changes***

The terms, conditions, and benefits of this Student Plan may be changed from time to time. The following people have the authority to accept or approve changes or terminate this Student Plan:

- The University of Oregon's board of directors or other governing body; or
- Anyone authorized by the above people to take such action.

These persons are authorized to make changes to the Student Plan on behalf of the University of Oregon.

If this Student Plan terminates and the University of Oregon does not replace the coverage with another plan, the University of Oregon is required by law to advise you in writing of the termination.

### ***Legal Procedures***

You may not take legal action against the University of Oregon or PacificSource to enforce any provision of this Student Plan until 60 days after your claim is properly submitted in accordance with established procedures. Also, you must exhaust this Student Plan's claims procedures, and grievance and appeals procedures, before filing benefits litigation. You may not take legal action against the University of Oregon or PacificSource more than three years after the deadline for claim submission has expired.

## **DEFINITIONS**

*Wherever used in this Student Plan, the following definitions apply to the terms listed below, and the masculine includes the feminine and the singular includes the plural. Other terms are defined where they are first used in the text.*

**Abutment** is a tooth used to support a prosthetic device (bridges, partials or overdentures). With an implant, an abutment is a device placed on the implant that supports the implant crown.

**Adverse benefit determination** means the University of Oregon's denial, reduction, or termination of a dental care item or service, or a failure or refusal to provide or to make a

payment in whole or in part for a dental care item or service that is based on this Student Plan's:

- Denial of eligibility for or termination of enrollment in a dental benefit plan;
- Rescission or cancellation of a plan or coverage;
- Imposition of a Third Party Liability, network exclusion, annual benefit limit or other limitation on otherwise covered items or services;
- Determination that a dental care item or service is experimental, investigational, unproven, or not a dental necessity, effective, or appropriate; or
- Determination that a course or plan of treatment that a member is undergoing is an active course of treatment for purposes of continuity of care.

**Allowable fee** is the dollar amount established by PacificSource for reimbursement of charges for specific services or supplies provided by out-of-network providers. PacificSource uses several sources to determine the allowable fee. Depending on the service or supply and the geographical area in which it is provided, the allowable fee may be based on data collected from the Centers for Medicare and Medicaid Services (CMS), contracted vendors, other nationally recognized databases, or PacificSource, as documented in PacificSource's payment policy.

An out-of-network provider may charge more than the limits established by the definition allowable fee. Charges that are eligible for reimbursement, but exceed the allowable fee, are the member's responsibility. For more information, see Out-of-network Providers section.

**Alveolectomy** is the removal of bone from the socket of a tooth.

**Amalgam** is a silver-colored material used in restoring teeth.

**Appeal** means a written or verbal request from a member or, if authorized by the member, the member's representative, to change a previous decision made by University of Oregon concerning:

- Access to dental care benefits, including an adverse benefit determination made pursuant to utilization management;
- Claims payment, handling, or reimbursement for dental care services;
- Rescissions of member's benefit coverage by University of Oregon; and
- Other matters as specifically required by law.

**Authorized representative** is an individual who by law or by the consent of a person may act on behalf of the person. To designate an authorized representative you *must* complete and submit an 'Authorization to Use or Disclose PHI' form and a 'Designation of Authorized Representative' form, both of which are available at [PacificSource.com/uo](https://www.pacificsource.com/uo), and which will be supplied to you upon request. These completed forms must be submitted to PacificSource before PacificSource can recognize the authorized representative as acting on your behalf.

**Benefit determination** means the activity taken to determine or fulfill the responsibility for provisions under this Student Plan and provide reimbursement for dental care in accordance with those provisions. Such activity may include:

- Eligibility and coverage determinations (including coordination of benefits), and adjudication or subrogation of dental benefit claims;
- Review of dental care services with respect to dental necessity (including underlying criteria), coverage under this Student Plan, appropriateness of care, experimental, investigational, or unproven treatment, justification of charges; and
- Utilization review activities, including precertification and predetermination of services and concurrent and retrospective review of services.

**Benefit Summary** is a summary of this Student Plan issued or applied for, not a contract of coverage that includes a list of principle benefits and coverages, and a statement of the limitations and exclusions contained in this Student Plan.

**Cast restoration** includes crowns, inlays, onlays, and other restorations made to fit a patient's tooth that are made at a laboratory and cemented onto the tooth.

**Co-insurance** means a defined percentage of the allowable fee for covered services and supplies the member receives. It is the percentage the member is responsible for, not including co-pays and deductibles. The co-insurance amounts the member are responsible for is listed in the Dental Benefit Summary.

**Complaint** means an expression of dissatisfaction directly to University of Oregon or PacificSource that is about a specific problem encountered by a member, or about a benefit determination, or an agent acting on behalf of the University of Oregon or PacificSource. It includes a request for action to resolve the problem or change the benefit determination. The complaint does not include an inquiry.

**Compliance Deadline** means those dates identified as a "Compliance Deadline" in the tables included in the 'Becoming Eligible' section of this document.

**Composite resin** is a tooth-colored material used in restoring teeth.

**Contract year** means a 12 month period beginning on the date this Student Plan is issued or the anniversary of the date this Student Plan was issued. If changes are made to this Student Plan on a date other than the anniversary of issuance, a new contract year may start on the date the changes become effective if so agreed by PacificSource and the University of Oregon. A contract year may or may not coincide with a calendar year.

**Contracted allowable fee** is an amount this Student Plan agrees to pay an in-network provider for a given service or supply through direct or indirect contract.

**Co-payment** (also referred to as 'co-pay') is a fixed, up-front dollar amount the member is required to pay for certain covered services. The co-pay applicable to a specific covered service is listed under that specific benefit in the Benefit Summary.

**Covered expense** is an expense for which benefits are payable under this Student Plan subject to applicable deductibles, co-payments, co-insurance, out-of-pocket limit, or other specific limitations.

**Creditable coverage** means a member's prior dental coverage that meets the following criteria:

- There was no more than a 63 day break between the last day of coverage under the previous plan and the first day of coverage under this Student Plan.
- The prior coverage was one of the following types of insurance: group coverage (including Federal Employee Health Benefit Plans and Peace Corps), individual coverage (including student health plans), Medicaid, Medicare, TRICARE, Indian Health Service or tribal organization coverage, state high-risk pool coverage, and/or public health plans.

**Curettage** is the scraping and cleaning of the walls of a real or potential space, such as a gingival pocket or bone, to remove pathological material.

**Deductible** means the portion of the dental expense that must be paid by the member before the benefits of this Student Plan are applied. A plan may include more than one deductible.

**Dental emergency** means the sudden and unexpected onset of a condition, or exacerbation of an existing condition, requiring necessary care to control pain, swelling, or bleeding in or around the teeth and gums. Such emergency care must be provided within 48 hours following the onset of the emergency, and includes treatment for acute infection, pain, swelling, bleeding, or injury to natural teeth and oral structures. The emergency care does not include follow-up care such as, but not limited to, crowns, root canal therapy, or prosthetic benefits.

**Dentally necessary** means those services and supplies that are required for diagnosis or treatment of illness or injury and that are:

- Consistent with the symptoms or diagnosis and treatment or prevention of the condition;
- Consistent with generally accepted standards of good dental practice, or expert consensus dentist opinion published in peer-reviewed dental literature, or the results of clinical outcome trials published in peer-reviewed dental literature;
- As likely to produce a significant positive outcome as, and no more likely to produce a negative outcome than, any other service or supply, both as to the disease or injury involved and the patient's overall health condition;
- Not for the convenience of the member or a provider of services or supplies; and
- The least costly of the alternative services or supplies that can be safely provided.

The fact that a dentist may recommend or approve a service or supply does not, of itself, make the charge a covered expense.

**Dental Provider or Dentist** means a licensed doctor of dental surgery (D.D.S.) or a licensed doctor of medical dentistry (D.M.D.).

**Dependent adult child** means a person who is not a Student, Spouse or domestic partner and is covered under this Student Plan only if they meet the eligibility requirements of this Student Plan. (See Becoming Eligible section.)

**Domestic Partner** means an individual that meets the following definition:

- **Registered domestic partner** means an individual of same gender, age 18 or older, who is joined in a domestic partnership, and whose domestic partnership is legally registered in any state.
- **Unregistered domestic partner** means an individual of same or opposite gender who is joined in a domestic partnership with the student and meets the following criteria:
  - Is age 18 or older;
  - Not related to the student by blood closer than would bar marriage in the state where they have permanent residence and are domiciled;
  - Shares jointly the same permanent residence with the student for at least six months immediately preceding the date of application to enroll and intent to continue to do so indefinitely;
  - Has an exclusive domestic partnership with the student and has no other domestic partner;
  - Does not have a legally binding marriage nor has had another domestic partner within the previous six months; and
  - Was mentally competent to consent to contract when the domestic partnership began and remains mentally competent.

**Domestic Student** means any student who is Admitted to the University of Oregon and does not meet the definition of an International Student.

**Eligible dental provider** means a dentist, oral surgeon, endodontist, orthodontist, periodontist, or pedodontist. Eligible provider may also include a denturist or dental hygienist to the extent that they operate within the scope of their license.

**Essential health benefits** are services defined as such by the Secretary of the U.S. Department of Health and Human Services. Essential health benefits fall into the following categories:

- Ambulatory patient services;
- Emergency services;
- Hospitalization;
- Maternity and newborn care;
- Mental health and substance use disorder services, including behavioral health treatment;
- Prescription drugs;

- Rehabilitation and habilitation services and devices;
- Laboratory services;
- Preventive and wellness services and chronic disease management; and
- Pediatric services, including oral and vision care.

**Exclusion period** means a period during which specified conditions, treatments, or services are excluded from coverage.

**Experimental, investigational, or unproven procedures** means services, supplies, protocols, procedures, devices, drugs or medicines, or the use thereof, that are experimental, investigational, or unproven for the diagnosis and treatment of the patient.

- Experimental, investigational, or unproven services and supplies include, but are not limited to, services, supplies, procedures, devices, drugs or medicines, or the use thereof, which at the time they are rendered and for the purpose and in the manner they are being used:
  - Have not yet received full U.S. government agency required approval (for example, FDA) for other than experimental, investigational, unproven, or clinical testing;
  - Are not of generally accepted dental practice in this Student Plan's state of issue or as determined by dental advisors, dental associations, and/or technology resources;
  - Are not approved for reimbursement by the Centers for Medicare and Medicaid Services; or
  - Are considered by any governmental agency or subdivision to be experimental, investigational, or unproven, not considered reasonable and necessary, or any similar finding.
- When making decisions about whether treatments are experimental, investigational, or unproven, the University of Oregon and PacificSource relies on the above resources as well as:
  - Expert opinions of specialists and other medical authorities;
  - Published articles in peer-reviewed dental literature;
  - External agencies whose role is the evaluation of new technologies and drugs; and
  - External review by an independent review organization.
- The following will be considered in making the determination whether the service is in an experimental, investigational, or unproven status:
  - Whether there is sufficient evidence to permit conclusions concerning the effect of the services on dental outcomes;
  - Whether the scientific evidence demonstrates that the services improve dental outcomes as much or more than established alternatives;

- Whether the scientific evidence demonstrates that the services' beneficial effects outweigh any harmful effects; and
- Whether any improved dental outcomes from the services are attainable outside an investigational setting.

**External appeal or review** means the request by an appellant for an independent review organization to determine whether or not the internal appeal decisions are correct.

**Grievance** means:

- A written complaint submitted by a member or an authorized representative of a member regarding:
  - The availability, delivery, or quality of a dental care service;
  - Claims payment, handling, or reimbursement for dental care services and, unless the member has not submitted a request for an internal appeal, the complaint is not disputing an adverse benefit determination.

**In-network provider** means a dentist, oral surgeon, endodontist, orthodontist, periodontist, pedodontist, denturist, or dental hygienist that directly or indirectly holds a provider contract or agreement with PacificSource or the University of Oregon.

**Incurred expense** means charges of a dental provider for services or supplies for which the member becomes obligated to pay. The expense of a service is incurred on the day the service is rendered, and the expense of a supply is incurred on the day the supply is delivered.

**Inquiry** means a written request for information or clarification about any subject matter related to this Student Plan.

**Internal appeal** means a review by PacificSource of an adverse benefit determination.

**International Student** means any International Exchange/Sponsored Student, American English Institute Student, or other student who is Admitted to the University of Oregon and has a visa type of J or F, or other legal non-immigrant status that is approved by the Office of International Affairs.

**Late Waiver/Enrollment Deadline** means those dates identified as a "Compliance Deadline" in the tables included in the 'Becoming Eligible' section of this document.

**Member** means a student, dependents of the student, or individual covered under this Student Plan. In this Student Plan, member is also referred to as 'patient', 'member', or 'you'.

**Non-returning International Student** means any International Student who has previously attended at least one full term/semester at the University and enrolled for the upcoming term/semester but fails to return to the University and remains outside the US and is verified by the Office of International Affairs as such.

**Out-of-network provider** is a provider of covered dental services or supplies that does not directly or indirectly hold a provider contract or agreement with PacificSource or the University of Oregon.

**Plan Amendment** is a written attachment that amends, alters or supersedes any of the terms or conditions set forth in this student guide.

**Periapical x-ray** is an x-ray of the area encompassing or surrounding the tip of the root of a tooth.

**Periodontal maintenance** is a periodontal procedure for patients who have previously been treated for periodontal disease. In addition to cleaning the visible surfaces of the teeth (as in prophylaxis) surfaces below the gum-line are also cleaned. This is a more comprehensive service than a regular cleaning (prophylaxis).

**Periodontal scaling and root planing** means the removal of plaque and calculus deposits from the root surface under the gum line.

**Prophylaxis** is a cleaning and polishing of all teeth.

**Pulpotomy** is the removal of a portion of the pulp, including the diseased aspect, with the intent of maintaining the vitality of the remaining pulpal tissue by means of a therapeutic dressing.

**Radiographic Image** means any x-ray or computerized image of the teeth and jaws that provide information for detecting, diagnosing, and treating conditions that can threaten oral and general health. It includes cone beam x-rays, bitewing x-rays, single film x-rays, intraoral x-rays, extraoral x-rays, panoramic x-rays, and cephalometric x-rays.

**Rescind or rescission** means to retroactively cancel or discontinue coverage under this Student Plan for reasons other than failure to timely pay required premiums toward the cost of coverage.

**Restoration** is the treatment that repairs a broken or decayed tooth. Restorations include, but are not limited to, fillings and crowns.

**Spouse** is any individual who is legally married under current state law.

**Student** means an individual that meets eligibility guidelines.

**Student Health Center** means the health center clinic on campus that provides services to students/members, many of which are covered by the University of Oregon's student health fee and are provided at no cost to the student /member.

**Student Plan** means the University of Oregon Student Dental Benefits Plan explained in this Student Guide.

**Usual, customary, and reasonable fee (UCR)** is the dollar amount established by PacificSource, and adopted by the University of Oregon, for reimbursement of eligible charges to dental providers in the same service area for similar treatment of similar dental conditions. A usual, customary, and reasonable fee is based on provider billing data gathered by PacificSource which is reviewed and adjusted annually.



# SIGNATURE PAGE

The effective date of this UO Care Dental Student Plan is:

UO Law: 8/10/2019

UO Student (Undergraduate/Non-Law Graduate): 9/15/2019

It is agreed by University of Oregon that the provisions of this student guide are correct and will be the basis for the administration of this Student Plan:.

Dated this 31 day of July, 2019

By 

Title Contracts Officer, University of Oregon