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UNIVERSITY  
OF OREGON

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

Group No.: G0033725  
UO Care Dental - International  
Effective: 08/10/2023

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, 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 University Health Services). 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, 2023 to August 9, 2024 and UO Students (Undergraduate/Non-law Graduate Students) – September 15, 2023 to September 14, 2024. 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**

555 International Way, Springfield, OR 97477  
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

**Benefit Year:** UO Law Students: 8/10/2023 to 8/9/2024

UO Students (Undergraduate/Non-Law Graduate): 9/15/2023 to 9/14/2024

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

**Provider Network:** UO Exclusive Network

### University Health Services (UHS):

**If the Member is a Student of the University of Oregon, then University Health Services is considered an In-network Provider for Covered Services.** Services provided by University Health Services (UHS) 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 Benefit Year	Per Family, Per Benefit Year
All Providers	\$150	\$450
Annual Benefit Maximum		
\$1,000 per Member per Benefit Year. Applies to all Covered Services.		

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

Service	University Health Services (UHS)	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 (Prophylaxis and 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% Coinsurance	Deductible then 40% Coinsurance

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% Coinsurance	Deductible then 30% Coinsurance	Deductible then 40% Coinsurance
Alveoloplasty	Deductible then 20% Coinsurance	Deductible then 30% Coinsurance	Deductible then 40% Coinsurance
Anti-Microbial Agents	Deductible then 20% Coinsurance	Deductible then 30% Coinsurance	Deductible then 40% Coinsurance
Brush biopsies	Deductible then 20% Coinsurance	Deductible then 30% Coinsurance	Deductible then 40% Coinsurance
Core build-up	Deductible then 20% Coinsurance	Deductible then 30% Coinsurance	Deductible then 40% Coinsurance
Crown re-cement	Deductible then 20% Coinsurance	Deductible then 30% Coinsurance	Deductible then 40% Coinsurance
Denture relines	Deductible then 20% Coinsurance	Deductible then 30% Coinsurance	Deductible then 40% Coinsurance
Diagnostic Casts	Deductible then 20% Coinsurance	Deductible then 30% Coinsurance	Deductible then 40% Coinsurance
Full mouth debridement	Deductible then 20% Coinsurance	Deductible then 30% Coinsurance	Deductible then 40% Coinsurance
Palliative Care	Deductible then 20% Coinsurance	Deductible then 30% Coinsurance	Deductible then 40% Coinsurance
Periodontal Scaling and Root Planing	Deductible then 20% Coinsurance	Deductible then 30% Coinsurance	Deductible then 40% Coinsurance
Pin retention of fillings	Deductible then 20% Coinsurance	Deductible then 30% Coinsurance	Deductible then 40% Coinsurance
Pulp capping	Deductible then 20% Coinsurance	Deductible then 30% Coinsurance	Deductible then 40% Coinsurance
Pulpotomy	Deductible then 20% Coinsurance	Deductible then 30% Coinsurance	Deductible then 40% Coinsurance
Simple extractions	Deductible then 20% Coinsurance	Deductible then 30% Coinsurance	Deductible then 40% Coinsurance
Tooth desensitization	Deductible then 20% Coinsurance	Deductible then 30% Coinsurance	Deductible then 40% Coinsurance

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

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.

University Health Services, UO Exclusive Network, and out-of-network expenses apply together toward the dental Deductible.



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

The annual benefit maximum is the maximum amount payable by this Student Plan for Covered Services received each Benefit Year.

## **Payments to Providers**

Payment to Providers is based on the Allowable Fee 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 Out-of-network 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, this Student Plan recommends a Predetermination to determine if certain services and supplies are covered under this Student Plan, and if you meet the Student Plan's eligibility requirements. Predeterminations are not a guarantee of payment and do not change your out-of-pocket expense.

## **Prior authorization**

Coverage of certain services and Surgical Procedures requires a Benefit Determination by PacificSource before the services are performed. This process is called prior authorization. Prior authorization is necessary to determine if certain services and supplies are covered under this Student Plan, and if you meet the Student Plan's eligibility requirements. Prior authorization does not change your out-of-pocket expense for in-network and Out-of-network Providers. You'll find the most current prior authorization list on our website, [PacificSource.com/uo](https://www.pacificsource.com/uo).

## **Discrimination is against the law**

Both the University of Oregon and PacificSource Health Plans comply with applicable federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. University of Oregon and PacificSource do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

# 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>	9/15/2023 – 9/14/2024	8/10/2023 – 8/09/2024
<b>Term/Semester Coverage Periods:</b>		
Fall Term/Semester	9/15/2023 – 12/31/2023	8/10/2023 – 1/14/2024
Winter Term	1/01/2024 – 4/1/2024	N/A
Spring Term/Semester	4/2/2024 – 9/14/2024	1/15/2024 – 8/09/2024
Summer Only	6/18/2024– 9/14/2024	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>Contract Year</b>	9/15/2023 – 9/14/2024	8/10/2023 – 8/09/2024
<b>Fall Term/Semester Dates:</b>		
Open Enrollment Begins	8/01/2023	8/01/2023
Compliance Deadline (Payment Deadline, Waiver Deadline, Open Enrollment Closes)	10/04/2023 at 5:00 pm	8/31/2023 at 5:00 pm
Late Waiver/Enrollment Deadline	10/27/2023 at 5:00 pm	9/22/2023 at 5:00 pm
Coverage Period	9/15/2023 – 12/31/2023	8/10/2023 – 1/13/2024
<b>Winter Term Dates:</b>		
Open Enrollment Begins	12/01/2023	N/A
Compliance Deadline (Payment Deadline, Waiver Deadline, Open Enrollment Closes)	1/17/2024 at 5:00 pm	N/A
Late Waiver/Enrollment Deadline	2/09/2024 at 5:00 pm	N/A
Coverage Period	1/01/2024 – 3/31/2024	N/A
<b>Spring Term/Semester Dates:</b>		
Open Enrollment Begins	3/01/2024	12/01/2023
Compliance Deadline (Payment Deadline, Waiver Deadline, Open Enrollment Closes)	4/10/2024 at 5:00 pm	1/26/2024 at 5:00 pm
Late Waiver/Enrollment Deadline	5/03/2024 at 5:00 pm	2/16/2024 at 5:00 pm
Coverage Period	4/01/2024 – 9/14/2024	1/15/2024 – 8/09/2024

<b>Summer Term Dates:</b>		
Open Enrollment Begins	6/01/2024	N/A
Compliance Deadline (Payment Deadline, Waiver Deadline, Open Enrollment Closes)	7/03/2024 at 5:00 pm	N/A
Late Waiver/Enrollment Deadline	7/26/2024 at 5:00 pm	N/A
Coverage Period	6/17/2024 – 9/14/2024	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 University Health Services (UHS) 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 UHS 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 UHS 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 UHS's employee or agent;

4. Neither this Plan nor UHS will disclose PHI other than as permitted or required by law or this Student Plan;
5. This Plan and UHS 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 UHS 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 UHS have a written policy for investigating and appropriately reporting any security incidents that relate to PHI to PacificSource;
8. This Plan and UHS will make available PHI in accordance with 45 CFR § 164.524;
9. This Plan and UHS will make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526;
10. This Plan and UHS will make available the information required to provide an accounting of disclosure in accordance with 45 CFR § 164.528;
11. This Plan and UHS 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 UHS 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 UHS 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 described 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 Adult 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, University Health Services, 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. Members have the right to choose their Providers.

Under this Student Plan, you are free to seek care from any Provider without a referral. You may, however, be required to comply with certain procedures, including obtaining prior authorization for certain services or following a pre-approved treatment plan.

## **UNIVERSITY HEALTH SERVICES (UHS)**

The Student Plan provides the most coverage for eligible services received at University Health Services. See Adult Dental Benefit Summary (above) for specifics.

## **IN-NETWORK PROVIDERS**

In-network Providers contract with 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 Allowable Fee. In-network Providers agree not to collect more than the Allowable Fee. When you receive Covered Services or supplies from an In-network Provider, you are only responsible for the amounts stated in your Benefit Summaries. Depending on this Student Plan, those amounts can include Deductibles, Copayments, and/or Coinsurance payments.

## **OUT-OF-NETWORK PROVIDERS**

When you receive services or supplies from an Out-of-network Provider, your out-of-pocket expense is likely to be higher than if you had used an In-network Provider. If the same services or supplies are available from an In-network Provider, you may be responsible for more than the applicable Deductibles, Copayments, and/or Coinsurance amounts.

### ***Allowable Fee for Out-of-network Providers***

This Student Plan's payment to Out-of-network Providers may be derived from several sources, depending on the service or supply and the service area where it is provided. To calculate the payment to Out-of-network Providers, we determine the Allowable Fee, then subtract the Out-of-network Provider benefits.

### ***Balance Billing***

The Allowable Fee is often less than the Out-of-network Provider's charge. In that case, the difference between the Allowable Fee and the Provider's billed charge is also your responsibility; this difference is called Balance Billing. That amount does not apply toward any cost sharing required by this Student Plan.

## **FINDING IN-NETWORK PROVIDER INFORMATION**

You can find up-to-date In-network Provider information:

- Ask your Dental 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**

In-network Dentists agree to write off any charges over and above the Allowable Fees for most services. When you use an in-network Dentist, you will not be responsible for any excess charges and will pay only your Plan's Deductible and/or Coinsurance amounts. If you choose not to use an in-network Dentist, or don't have access to one, reimbursement will be based on the Allowable Fee. If that out-of-network Dentist's fees exceed the Allowable Fee, the excess charges are also your responsibility.

Subject to all the terms of this Student Plan, incurred dental expense for the following services and supplies are covered according to the Adult 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 Allowable 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 Dental Provider, and when determined to be Dentally 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 Member per Benefit Year. The limitation for dental cleaning applies to any combination of Prophylaxis and/or Periodontal Maintenance in the Benefit 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, problem focused, and other diagnostic exams) are limited to a combined total of two examinations per Member per Benefit Year. Separate charges for review of a proposed treatment plan or for diagnostic aids, such as diagnostic lab tests (other than brush biopsies), are not covered. Emergency examinations are



covered. Please see the Adult 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 Benefit 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 36 month period and further limited to one bitewing set in a 12 month period. When an accumulative charge for additional periapical X-rays in a one year period matches that of a complete full mouth series, no further benefits for periapical X-rays, cone beam X-rays, complete full mouth series 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 covered.
- Benefits for **alveoplasty** are 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 Benefit Year. Three or more surface fillings are limited to one per surface per Benefit Year.
- Benefits for **core build-ups** are 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 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 a dental cleaning (Prophylaxis or Periodontal Maintenance).
- Benefits for **palliative (emergency) treatment of dental pain** are 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 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.
- Benefits for **tooth desensitization** are covered up to one application per tooth per Benefit Year as a separate procedure from other dental treatment.

### **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.
- Benefits for an initial **fixed bridge or removable cast partial** are covered. Benefits for temporary full or partial dentures must be predetermined by PacificSource.
- The completion date for **crowns, onlays, and bridges** is the cementation date (seat date) regardless of the type of cement utilized.
- 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 a Lifetime Maximum of one 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 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 **Veneers** are covered for Dentally Necessary treatment not associated with aesthetic dental procedures.

## **BENEFIT LIMITATIONS AND EXCLUSIONS**

### **EXCLUDED SERVICES**

This Student Plan does *not* cover the following:

- Aesthetic (cosmetic) dental procedures – Services and supplies provided in connection with dental procedures that are primarily aesthetic, including bleaching of teeth and labial veneers.
- Athletic mouth guards.
- 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 claim forms, or reports PacificSource needs to process claims unless otherwise contracted with the Provider.
- 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).
- 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 Member. This limitation also excludes treatment that, when and for the purpose rendered: has not yet received recognized compendia support (for example, UpToDate, Lexicomp, FDA) for other than Experimental, Investigational, or Unproven, or clinical testing; is not of generally accepted medical practice in your plan's state of issuance or as determined by medical advisors, medical associations, and/or technology resources; is not approved for reimbursement by the Centers for Medicare and Medicaid Services; is furnished in connection with medical or other research; or is considered by any governmental agency or subdivision to be Experimental, Investigational, or Unproven, not reasonable and necessary, or any similar finding.

If you or your Provider have any concerns about whether a course of treatment will be covered, we encourage you to contact the PacificSource Customer Service team. We will arrange for medical review of your case against our criteria, and notify you of whether or not the proposed treatment will be covered.

- 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 Dental Providers are not Eligible Dental Providers.
- 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.
- 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 (other than as specifically noted under the Covered Expenses section).
- Services or supplies covered 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 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 or Injury 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 or satisfaction of an Exclusion Period, if applicable.
- Unwilling to release information – Charges for services or supplies for which a Member is unwilling to release medical, dental, or eligibility information necessary to determine the benefits covered 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 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.

Initial placement of full or partial dentures, fixed bridges (including acid-etch metal bridges), and implants for the replacement of natural teeth have a 36 month Exclusion Period. However, this Exclusion Period is waived if the natural tooth has been lost or extracted while covered under this Student Plan. You may receive credit towards this Exclusion Period if you have had qualifying dental coverage before enrolling in this Student Plan.

## **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 Service 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 Dental Necessity according to acceptable dental practice. Review of treatment may involve prior authorization, 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 Service. Some Dentally Necessary services are not Covered Services.

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.

## **UNDERSTANDING EXPERIMENTAL, INVESTIGATIONAL, OR UNPROVEN SERVICES**

This Student Plan does not cover services or treatments that are Experimental, Investigational, or Unproven.

To ensure you receive the highest quality care at the lowest possible cost, PacificSource reviews new and emerging technologies and medications on a regular basis. PacificSource's internal committees make decisions about coverage of these methods and medications based on literature reviews, standards of care and coverage, consultations, and review of evidence-based criteria. You and your Provider may request information regarding PacificSource's criteria for determining these services or treatments.

## **UTILIZATION REVIEW**

PacificSource has a utilization review program to determine coverage. This program is administered by their Health Services team. Questions regarding Dental Necessity, possible Experimental, Investigational, or Unproven services, appropriate setting, and appropriate treatment are forwarded to the PacificSource Dental Director for review and Benefit Determination.

If you would like information on how we reached a particular utilization review Benefit Determination, please contact the PacificSource Health Services team by phone at 888-691-8209, or by email at [healthservices@pacificsource.com](mailto:healthservices@pacificsource.com).

## **PRIOR AUTHORIZATION**

*Coverage of certain services requires a Benefit Determination by PacificSource before the services are performed. This process is called prior authorization.*

Prior authorization is necessary to determine if certain services and supplies are covered under this Student Plan, and if you meet the plan's eligibility requirements.

Your Provider can request prior authorization from the PacificSource Health Services team. If your Provider will not request prior authorization for you, you may contact PacificSource yourself. In some cases, they may ask for more information or require a second opinion before authorizing coverage.

Because of the changing nature of care, PacificSource continually reviews new technologies and standards. The list of procedures and services requiring prior authorization is therefore subject to revision and update. **The list is not intended to suggest that all the items included are necessarily covered by the benefits of this Student Plan.** You'll find the current prior authorization list on the website, [PacificSource.com/uo](http://PacificSource.com/uo).

*If your treatment does not receive prior authorization, you can still seek treatment, but your claim will be subjected to retrospective authorization. If a treatment requires prior authorization but was not received, the claim must be submitted within 60 days. If the claim is not submitted within 60 days or if the review determines the expenses were either not covered by this Student Plan or were not Dentally Necessary, you will be held responsible for the expense. Remember, any time you are unsure if an expense will be covered, contact the PacificSource Customer Service team.*

Notification of PacificSource's Benefit Determination will be communicated by letter, fax, or electronic transmission to the Provider, and you. If time is a factor, notification will be made by telephone and followed up in writing. For more information regarding the timelines for review of Pre-service Claims and Post-service Claims, see Claim Handling Procedures in the Claims Payment section.

Services and supplies necessary to determine the nature and extent of an Emergency Dental Condition are covered without prior authorization requirements.

## **PREDETERMINATION**

PacificSource provides a Predetermination service for expensive treatment plans. Prior to receiving treatment, a Member or the Provider may request an estimate of what this Student Plan would pay and what the Member would pay by contacting the PacificSource Customer Service team. This estimate is based on the Member's benefits at the time the request is made and is not a guarantee of payment.

## **INDIVIDUAL/SUPPLEMENTAL BENEFITS**

An individual/supplemental benefit may be available if PacificSource approves coverage for services or supplies that are not a Covered Service under this Student Plan. The decision to allow supplemental benefits will be made by PacificSource on a case-by-case basis. PacificSource and the Member's attending Provider must concur in the request for supplemental benefits in lieu of specified Covered Services before supplemental benefits will be covered. PacificSource's determination to cover and pay for supplemental benefits for a Member does not set a precedent for coverage of continued or additional supplemental benefits for a Member. No substitution will be made without the consent of the Member.

## **CLAIMS PAYMENT**

### ***How to File a Claim***

Your 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, including the Provider name and address, the Provider tax identification number and National Provider Identifier (NPI), procedure codes, and diagnosis codes. It must also include your name, PacificSource Member ID 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.

**Claim Handling Procedures**

**Claim Determination** – PacificSource, on behalf of the University of Oregon, will make a claim determination within the time period noted in the chart below for the specific type of claim, unless additional information is necessary to process the claim. In that event, PacificSource will send you notice that the claim was received and explain what additional information is necessary to process the claim. 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. No extension is permitted for Urgent Care Claims.

Type of Notice	Concurrent Care Claim	Urgent Care Claim	Pre-service Claim	Post-service Claim
Initial determination by PacificSource	24 hours	48 hours	2 business days	30 calendar days
If PacificSource requires additional information, PacificSource will make request within	24 hours	48 hours	2 business days	30 calendar days

Type of Notice	Concurrent Care Claim	Urgent Care Claim	Pre-service Claim	Post-service Claim
Provider or Member must provide requested additional information within	24 hours	48 hours	5 business days	15 calendar days
Once PacificSource receives the information, decision will be made and written notice sent within	24 hours	48 hours	2 business days	30 calendar days

**Adverse Benefit Determinations** – PacificSource will notify you in writing of a decision to deny, modify, reduce, or terminate payment, coverage authorization or provision of services or benefits.

**Review of Adverse Benefit Determinations** – An Adverse Benefit Determination applied for on a Pre-service, Post-service, or Concurrent Care basis may be Appealed in accordance with this Student Plan’s Appeals procedures. For more information, see the Complaints, Grievances, and Appeals section.

**Payment of Claims** - PacificSource, on behalf of the University of Oregon, may 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:

- You are the owner, partner, or principal; are injured in the course of self-employment; and are otherwise exempt from the applicable state or federal workers' compensation insurance program;
- 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.*

Members who do not speak English, have literacy difficulties, or have physical or mental disabilities that impede their ability to file an Appeal may contact the PacificSource Customer Service team for assistance. They can usually arrange for a multilingual staff member or interpreter to speak with them in their native language.

## **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, whether or not the Rescission has an adverse effect on any particular benefit at the time;
- 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, your Appeal 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 or health or 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 Appeal 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 written 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 and Appeals Review  
PO Box 7068  
Springfield, OR 97475-0068

**Emailing** [studenthealth@pacificsource.com](mailto:studenthealth@pacificsource.com), with 'Grievance' or 'Appeal' 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

Email [dfr.insurancehelp@dcbs.oregon.gov](mailto:dfr.insurancehelp@dcbs.oregon.gov)

Website [dfr.oregon.gov/help/complaints-licenses/Pages/file-complaint.aspx](http://dfr.oregon.gov/help/complaints-licenses/Pages/file-complaint.aspx)

## **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 checks the credentials of their network Providers, and how you can obtain the names and qualifications of your Dental Providers;
- Information about PacificSource’s prior authorization, 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

Email [dfr.insurancehelp@dcbs.oregon.gov](mailto:dfr.insurancehelp@dcbs.oregon.gov)

Website [dfr.oregon.gov/help/complaints-licenses/Pages/file-complaint.aspx](http://dfr.oregon.gov/help/complaints-licenses/Pages/file-complaint.aspx)

**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 prior authorization or 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

### ***Plan Identification Number:***

501

### ***Contract Year:***

UO Law Students: 8/10/2023 to 8/9/2024

UO Students (Undergraduate/Non-Law Graduate): 9/15/2023 to 9/14/2024

***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.

**Accident** means an unforeseen or unexpected event causing Injury that requires medical attention.

**Admitted** means any Student who has gone through a formal admissions process to study at the University of Oregon in pursuit of a degree. This is verified by reference to the University of Oregon's Office of the Registrar's records indicating that the Student has a level code equal to 'UG', 'GR', or 'LW' (excluding post-doc scholars, in accordance with ORS 250.370).

**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 your 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 maximum amount this Plan will reimburse Providers. In-network

Providers are paid the Contracted Allowable Fee and Out-of-network Providers are paid the Out-of-Network Allowable Fee.

- **Contracted Allowable Fee** is an amount this Plan agrees to pay an In-network Provider for a given service or supply through direct or indirect contract.
- **Out-of-network Allowable Fee** is the dollar amount established by PacificSource for reimbursement of charges for specific services or supplies provided by Out-of-network Providers.

The Out-of-Network Allowable Fee is based on the Usual, Customary, and Reasonable (UCR) fee. UCR is the fee based on charges being made by Providers in the same service area for similar treatment of similar dental conditions. UCR fees are reviewed by PacificSource annually. An Out-of-network Provider may charge more than the limits established by the Allowable Fee. Charges that are eligible for reimbursement, but exceed the Out-of-Network 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.

**American English Institute (AEI) Student** means any AEI Student who is studying on the UO campus, enrolled in at least 1 full term UO course. This is verified by reference to the University of Oregon's Office of the Registrar's records indicating that the Student has a level code equal to AE.

**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;
- Rescission 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.

**Balance Billing** means the difference between the Out-of-network Allowable Fee and the Provider's billed charge. Out-of-network Providers may bill the Member this amount unless otherwise stated in the Allowable Fee for Out-of-network Providers.

**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 prior authorization 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.

**Benefit Year** refers to the period of time during which benefits accumulate toward benefit maximums and is on a Contract Year basis, beginning on the Student Plan's date of issuance or date of renewal through the last day of that Contract Year.

**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.

**Coinsurance** 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 Copays and Deductibles. The Coinsurance amounts the Member is responsible for are listed in the Benefit Summaries.

**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.

**Concurrent Care Claim** means a request for an extension of healthcare services already approved. The review is conducted during a Member's stay or course of treatment in a facility, the office of a Provider, or other inpatient or outpatient healthcare setting.

**Copayment** (also referred to as 'Copay') is a fixed, up-front dollar amount the Member is required to pay for certain Covered Services. The Copay applicable to a specific Covered Service is listed under that specific benefit in the Benefit Summary.

**Covered Service** means a service or supply for which benefits are payable under this Student Plan subject to applicable Deductibles, Copayments, Coinsurance, 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.

**Dentally Necessary or Dental Necessity** 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 Service.

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

**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.

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

**Emergency Dental Condition** means a dental condition manifesting itself by acute symptoms of sufficient severity, including severe pain or infection such that a prudent layperson, who possesses an average knowledge of health and dentistry, could reasonably expect the absence of immediate dental attention to result in:

- Placing the health of the individual, or with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy;
- Serious impairment to bodily functions; or
- Serious dysfunction of any bodily organ or part.

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

**Experimental, Investigational, or Unproven** means services, supplies, protocols, procedures, devices, Chemotherapy, drugs or medicines, or the use thereof, that are Experimental, Investigational, or Unproven for the diagnosis and treatment of Illness or Injury.

- Experimental, Investigational, or Unproven services and supplies include, but are not limited to, services, supplies, procedures, devices, Chemotherapy, 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 medical practice in this Student Plan's state of issue or as determined by medical advisors, medical associations, and/or technology resources;
  - Are not approved for reimbursement by the Centers for Medicare and Medicaid Services;
  - Are furnished in connection with medical or other research; 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 dental 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 health outcomes;
    - Whether the scientific evidence demonstrates that the services improve health 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 health 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 service; or
- Claims payment, handling, or reimbursement for healthcare services and, unless the Member has not submitted a request for an Internal Appeal, the Complaint is not disputing an Adverse Benefit Determination.

**Illness** means a sickness, disease, ailment, bodily disorder, and pregnancy.

**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 the University of Oregon.

**Injury** means bodily trauma or damage that is independent of disease or infirmity. The damage must be caused through external and Accidental means.

**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 made.

**International Exchange/Sponsored Student** means any Student, degree or non-degree seeking, who is approved by the Division of Global Engagement as an exchange or sponsored Student to engage in an approved academic program at the University of Oregon.

**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.

**Lifetime Maximum or Lifetime Benefit** means the maximum benefit that will be provided toward the expenses incurred by any one person while the person is covered by this Student Plan.

**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 the University of Oregon.

**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.

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

**Post-service Claim** means a request for benefits that involves services you have already received.

**Pre-service Claim** means a request for benefits that requires approval by PacificSource in advance (prior authorization) in order for a benefit to be paid.

**Predetermination** means an estimate provided before dental treatment starts that tells you if treatment is covered, the amount this Student Plan will pay, the amount for which you will be responsible, and any alternate treatment options covered by this Student Plan. A Predetermination is not a guarantee of payment and is based on benefits available at the time requested.

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

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

**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.

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

**Third Party Administrator** means an organization that processes claims and performs administrative functions on behalf of the Plan Sponsor pursuant to the terms of a contract or agreement. In the case of this Student Plan, the term Third Party Administrator refers solely to PacificSource.

**University** means the University of Oregon (UO).

**University Health Services** means the health center clinic on campus that provides services to Students/Members.

**Urgent Care Claim** means a request for medical care or treatment with respect to which the time periods for making a non-urgent determination could seriously jeopardize the life or health of the Member or the ability of the Member to regain maximum function, or would subject the Member to severe pain that cannot be adequately managed without the care or treatment that is the subject of the request.

**X-ray** (radiographic image) is a computerized image that provides 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, periapical X-rays, and cephalometric X-rays.