



## Oregon Group Dental Plan

### **Lane Community College**

Delta Dental Premier Plan

Effective Date: July 1, 2015

Group Number: 10008142

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## **SECTION 1. WELCOME**

Oregon Dental Service (ODS) was created in 1955 and was the first company in America to provide prepaid dental coverage. Today ODS, part of the Moda Health organization, is Oregon's largest, covering over 650,000 people from more than 1,400 groups.

ODS is pleased to have been chosen by the Group as its dental plan. This handbook is designed to provide members with important information about the Plan's benefits, limitations and procedures.

Members may direct questions to one of the numbers listed below or access tools and resources on ODS' personalized member website, myModa, at [www.modahealth.com](http://www.modahealth.com). myModa is available 24 hours a day, 7 days a week allowing members to access plan information whenever it's convenient.

ODS reserves the right to monitor telephone conversations and e-mail communications between its employees and its members for legitimate business purposes as determined by ODS. The monitoring is to ensure the quality and accuracy of the service provided by employees of ODS.

This handbook may be changed or replaced at any time, by the Group or ODS, without the consent of any member. The most current handbook is available on myModa, accessed through the Moda Health website. All plan provisions are governed by the Group's policy with ODS. This handbook may not contain every plan provision.

### **1.1 MEMBER RESOURCES**

**Moda Health Website** (log in to **myModa**)  
[www.modahealth.com](http://www.modahealth.com)

**Dental Customer Service Department**  
Portland 503-265-2965; Toll-free 888-217-2365  
En Español 503-265-2963; Llamado gratis 877-299-9063

**Telecommunications Relay Service** for the hearing impaired  
711

**ODS**  
P.O. Box 40384  
Portland, Oregon 97240

## **SECTION 2. USING THE PLAN**

ODS' dental plans are easy to use and cost effective. If members choose a participating Delta Dental Premier dentist from the Delta Dental Premier Dental Directory (available on myModa by using "Find Care"), all of the paperwork takes place between ODS and the dentist's office. More than 90% of all licensed dentists in Oregon are participating Delta Dental Premier dentists. For travelers and employees outside Oregon, ODS' national affiliation with Delta Dental Plans Association provides offices and/or contacts in every state. Also, dental claims incurred any place in the world may be processed in Oregon.

Members needing dental care may go to any dental office. However, there are differences in reimbursement by ODS for participating Delta Dental Premier dentists and non-participating dentists or dental care providers. While a member may choose the services of any dentist, ODS does not guarantee the availability of any particular dentist.

At an initial appointment, members should tell the dentist that they have dental benefits through ODS. Members will need to provide their subscriber identification number and ODS group number to the dentist. These numbers are located on the I.D. card.

For expensive treatment plans, ODS provides a predetermination service. The dentist may submit a predetermination request to get an estimate of what the Plan would pay. The predetermination will be processed according to the Plan's current contract and returned to the dentist. The member and his or her dentist should review the information before beginning treatment.

For questions about the Plan, members should contact Customer Service.

This handbook describes the benefits of the Plan. It is the member's responsibility to review this handbook carefully and to be aware of the Plan's limitations and exclusions.

### SECTION 3. DEFINITIONS

**Affidavit of Domestic Partnership** means a signed document that attests the subscriber and one other eligible person meet the criteria in the definition of unregistered domestic partner.

**Alveoloplasty** is the surgical shaping of the bone of the upper or the lower jaw. It is performed most commonly in conjunction with the removal of a tooth or multiple teeth to have the gums heal smoothly for the placement of partial denture or denture.

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

**Anterior** refers to teeth located at the front of the mouth (tooth chart in Section 14).

**Bicuspid** is a premolar tooth, between the front and back teeth (tooth chart in Section 14).

**Bridge** is also called a fixed partial denture. A bridge replaces one or more missing teeth using a pontic (false tooth or teeth) permanently attached to the adjacent teeth. Retainer crowns (crowns placed on adjacent teeth) are considered part of the bridge.

**Broken** A tooth is considered broken when a piece or pieces of the tooth have been completely separated from the rest of the tooth. A tooth with cracks is not considered broken.

**Cast Restoration** includes crowns, inlays, onlays, and any other restoration to fit a specific member's tooth that is made at a laboratory or dental office and cemented into the tooth.

**Coinsurance** means the percentages of covered expenses to be paid by a member.

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

**Cost Sharing** is the share of costs a member must pay when receiving a covered service, including deductible, copayments or coinsurance. Cost sharing does not include premiums, balance billing amounts for out-of-network providers or the cost of non-covered services.

**Covered Service** is a service that is specifically described as a benefit of the Plan.

**Debridement** is the removal of excess plaque. A periodontal 'pre-cleaning' procedure done when there is too much plaque for the dentist to perform an exam.

**Deductible** is the amount of covered expenses that are paid by a member before benefits are payable by the Plan.

**Dentally Necessary** means services that:

- a. are established as necessary for the treatment or prevention of a dental injury or disease otherwise covered under the Plan
- b. are appropriate with regard to standards of good dental practice in the service area
- c. have a good prognosis

- d. are the least costly of the alternative supplies or levels of service that can be safely provided. For example, coverage would not be allowed for a crown when a filling would be adequate to restore the tooth appropriately

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

**Dentist** means a licensed dentist, to the extent that he or she is operating within the scope of his or her license as required under law within the state of practice.

**Denture Repair** is a procedure done to fix a complete, immediate, or partial denture. This includes adding a tooth to a partial denture, replacing a broken tooth in a denture, or fixing broken framework and/or base.

**Dependent** means any person who is or may become eligible for coverage under the terms of the Plan because of a relationship to a subscriber.

**Domestic Partner** refers to a registered domestic partner and an unregistered domestic partner as follows:

- a. **Registered Domestic Partner** means a person joined with the subscriber in a partnership that has been registered under the laws of any federal, state or local government.
- b. **Unregistered Domestic Partner** means a person who has entered into a partnership with the subscriber that meets the criteria in the Group's affidavit of domestic partnership.

**Eligible Employee** means any employee or former employee who has met the eligibility requirements to be enrolled on the Plan.

**Emergency** means services immediately required to relieve severe pain, swelling or bleeding, or required to avoid jeopardizing the member's health.

The **Group** is the organization whose employees are covered by the Plan.

**Group Health Plan** means any plan, fund or program established and maintained by the Group for the purpose of providing healthcare for its employees or their dependents through insurance, reimbursement or otherwise. This dental benefit plan is a group health plan.

**Implant** is an artificial, permanent tooth root replacement used to replace a missing tooth or teeth. It is surgically placed into the upper or lower jaw bone and supports a single crown, fixed bridge, or partial or full denture.

**Implant Abutment** is an attachment used to connect an implant and an implant supported prosthetic device.

**Implant Supported Prosthetic** is a crown, bridge, or removable partial or full denture that is supported by or attached to an implant.



**Maximum Plan Allowance (MPA)** is the maximum amount that ODS will reimburse providers. For a participating Delta Dental Premier dentist, the maximum amount is the dentist's filed or contracted fee with ODS/Delta Dental. For non-participating dentists or dental care providers, the maximum amount is based on a non-participating dentist fee schedule. When using a non-participating dentist or dental care provider, any amount above the MPA is the member's responsibility.

**Member** means a subscriber, dependent of a subscriber or a person otherwise eligible for the Plan who has enrolled for coverage under the terms of the Plan.

**Non-participating Dentist or Dental Provider** means a licensed dental provider who has not agreed to the terms and conditions established by ODS that participating Delta Dental Premier dentists have agreed to.

**ODS** refers to Oregon Dental Service, a not-for-profit dental healthcare service contractor.

**Participating Delta Dental Premier Dentist** means a licensed dentist who has agreed to render services in accordance with terms and conditions established by ODS and has satisfied ODS that he or she is in compliance with such terms and conditions.

**Periodic Exam** is a routine exam (check-up), commonly performed every 6 months.

**Periodontal Maintenance** is a periodontal procedure for members 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).

The **Plan** is the dental benefit plan sponsored by the Group and insured under the terms of the policy between the Group and ODS.

**Policy** is the agreement between the Group and ODS for insuring the dental benefit plan sponsored by the Group. This handbook is a part of the policy.

**Pontic** is an artificial tooth that replaces a missing tooth and is part of a bridge.

**Posterior** refers to teeth located toward the back of the mouth (tooth chart in Section 14).

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

**Reline** means the process of resurfacing the tissue side of a denture with new base material.

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

**Retainer** is a tooth used to support a prosthetic device (bridges, partial dentures or overdentures). Also see "**Implant Abutment.**"

**Subscriber** means any employee or former employee who is enrolled in the Plan.

**Veneer** is a layer of tooth-colored material attached to the surface of an anterior tooth to repair chips or cracks, fix gaps and change the shape and size of teeth. A **chairside veneer** is a restoration created in the dentist's office. A **laboratory veneer** is a restoration that is created (cast) at a laboratory. Chairside and laboratory veneers may be paid at different benefit levels.

**Waiting Period** means the period that must pass before a person is eligible to enroll for benefits under the terms of the Plan.

## SECTION 4. BENEFITS AND LIMITATIONS

The Plan covers the services listed when performed by a dentist or dental care provider (denturist or registered hygienist), and only when determined to be necessary and customary by the standards of generally accepted dental practice for the prevention or treatment of oral disease or for accidental injury (accidental injury coverage is secondary to medical). ODS' dental consultants and dental director shall determine these standards.

Payment of covered expenses is always limited to the maximum plan allowance. In no case will benefits be paid for services provided beyond the scope of a dentist's or dental care provider's license, certificate or registration. Services covered under the medical portion of a member's plan will not be covered on this Plan except when related to an accident.

Benefits are determined based on a calendar year (January 1 through December 31) or portion thereof.

Covered dental services are outlined in 3 "classes" that start with preventive care and advance into specialized dental procedures. Limitations may apply to these services, and are noted below. See Section 6 for exclusions.

All "annual" or "per year" benefits or cost sharing accrue on a calendar year basis and frequency limitations are calculated from the previous date of service or initial placement, unless otherwise specified.

**Deductible: \$25**

Per member (not to exceed \$75 per family) per year, or portion thereof  
Deductible applies to covered Class II and Class III services

**Maximum payment limit: \$2,000**

Per member per year, or portion thereof

### 4.1 CLASS I: COVERED SERVICES PAID AT 100% OF THE MAXIMUM PLAN

#### 4.1.1 Diagnostic

**a. Diagnostic Services:**

- i. Examination
- ii. Intra-oral x-rays to assist in determining required dental treatment.

**b. Diagnostic Limitations:**

- i. Periodic (routine) or comprehensive examinations or consultations are covered once in any 6-month period\*
- ii. Complete series x-rays or a panoramic film is covered once in any 5-year period\*
- iii. Supplementary bitewing x-rays are covered once in any 12-month period\*

- iv. Separate charges for review of a proposed treatment plan or for diagnostic aids such as study models and certain lab tests are not covered
- v. Only the following x-rays are covered by the Plan: complete series or panoramic, periapical, occlusal, and bitewing

#### **4.1.2 Preventive**

##### **a. Preventive Services:**

- i. Prophylaxis (cleanings)
- ii. Periodontal maintenance
- iii. Topical application of fluoride
- iv. Space maintainers
- v. Sealants

##### **b. Preventive Limitations:**

- i. Prophylaxis (cleaning) or periodontal maintenance is covered once in any 6-month period\*[†]
- ii. Topical application of fluoride is covered once in any 6-month period\* for members age 18 and under. For members age 19 and over, topical application of fluoride is covered once in any 6-month period\* if there is recent history of periodontal surgery or high risk of decay due to medical disease or chemotherapy or similar type of treatment (poor diet or oral hygiene does not constitute a medical disease).
- iii. Sealant benefits are limited to the unrestored, occlusal surfaces of permanent molars. Benefits will be limited to one sealant per tooth during any 5-year period.
- iv. Space maintainers are a benefit once per space. Space maintainers for primary anterior teeth or missing permanent teeth are not covered.

\*These time periods are calculated from the previous date of service.

†Additional cleaning benefit is available for members with diabetes and members in their third trimester of pregnancy. To be eligible for this additional benefit, members must be enrolled in the Oral Health, Total Health program (see Section 5).

## **4.2 CLASS II: COVERED SERVICES PAID AT 80% OF THE MAXIMUM PLAN ALLOWANCE**

### **4.2.1 Restorative**

#### **a. Restorative Services:**

- i. Amalgam fillings on posterior teeth and composite fillings on anterior teeth for the treatment of decay
- ii. Stainless steel crowns

#### **b. Restorative Limitations:**

- i. Inlays are considered an optional service; an alternate benefit of an amalgam filling will be provided.
- ii. Crown buildups are considered to be included in the crown restoration cost. A buildup will be a benefit only if necessary for tooth retention.
- iii. Additional limitations when teeth are restored with crowns or cast restorations are in section 4.3.1.

- v. Composite, resin, or similar (tooth colored) restorations in posterior teeth are considered optional services. If a composite or similar filling is used to restore posterior teeth, benefits are limited to the amount paid for an amalgam filling. The member is responsible for paying the difference.
- vi. Replacement of a stainless steel crown by the same dentist within 24 months of placement is not covered. The replacement is included in the charge for the original crown.

#### **4.2.2 Oral Surgery**

##### **a. Oral Surgery Services:**

- i. Extractions (including surgical)
- ii. Other minor surgical procedures

##### **b. Oral Surgery Limitations:**

- i. A separate, additional charge for alveoplasty done in conjunction with surgical removal of teeth is not covered.
- ii. Surgery on larger lesions or malignant lesions is not considered minor surgery.
- iii. Brush biopsy is covered once in any 6-month period. Benefits are limited to the sample collection and do not include coverage for pathology (lab) services.

#### **4.2.3 Endodontic**

##### **a. Endodontic Services:**

- i. Procedures for treatment of teeth with diseased or damaged nerves (for example, pulpal therapy and root canal filling).

##### **b. Endodontic Limitations:**

- i. A separate charge for cultures is not covered.
- ii. Pulp capping is considered to be included in the fee for the final restoration.
- iii. Cost of retreatment of the same tooth by the same dentist within 24 months of a root canal is not eligible for additional coverage. The retreatment is included in the charge for the original care.

#### **4.2.4 Periodontic**

##### **a. Periodontic Services:**

- i. Treatment of diseases of the gums and supporting structures of the teeth and/or implants.

##### **b. Periodontic Limitations:**

- i. Periodontal scaling and root planing is limited to once per quadrant in any 6-month period.
- ii. Periodontal maintenance is covered under Class I, Preventive.
- iii. A separate charge for post-operative care done within 3 months following periodontal surgery is not covered.
- iv. Full mouth debridement is limited to once in a 2-year period and only if there has been no cleaning (prophylaxis, periodontal maintenance) within 24 months.

#### **4.2.5 Anesthesia**

##### **a. Anesthesia Services:**

General anesthesia or IV sedation is covered

- i. In conjunction with covered surgical procedures performed in a dental office
- ii. When necessary due to concurrent medical conditions

#### **4.3 CLASS III:**

**COVERED SERVICES PAID AT 60% OF THE MAXIMUM PLAN ALLOWANCE**

##### **4.3.1 Restorative**

##### **a. Restorative Services:**

- i. Cast restorations, such as crowns, onlays or lab veneers, necessary to restore decayed or broken teeth to a state of functional acceptability.

##### **b. Restorative Limitations:**

- i. Cast restorations (including pontics) are covered once in a 7-year period on any tooth. See section 4.2.1 for limitations on buildups.
- ii. Porcelain restorations are considered cosmetic dentistry if placed on the upper second or third molars or the lower first, second or third molars. Coverage is limited to gold without porcelain, and the member is responsible for paying the difference.
- iii. If a tooth can be restored with a material such as amalgam, but another type of restoration is selected by the member or dentist, covered expense will be limited to the cost of amalgam. Crowns are only a benefit if the tooth cannot be restored by a routine filling.

##### **4.3.2 Prosthodontic**

##### **a. Prosthodontic Services:**

- i. Bridges
- ii. Partial and complete dentures
- iii. Denture relines
- iv. Repair of an existing prosthetic device
- v. Implants and implant maintenance

##### **a. Prosthodontic Limitations:**

- i. A bridge or a full or partial denture will be covered once in a 7-year period and only if the tooth, tooth site, or teeth involved have not received a cast restoration benefit in the last 7 years.
- ii. Full, immediate and overdentures: If personalized or specialized techniques are used, the covered amount will be limited to the cost for a standard full denture. Temporary (interim or provisional) complete dentures are not covered.
- iii. Partial dentures: A temporary (interim) partial denture is only a benefit when placed within 2 months of the extraction of an anterior tooth or for missing anterior permanent teeth of members age 16 or under. If a specialized or precision device is used, covered expense will be limited to the cost of a standard cast partial denture. No payment is provided for cast restorations for partial denture

retainer teeth unless the tooth requires a cast restoration due to being decayed or broken.

- iv. Denture adjustments, repairs, and relines: A separate, additional charge for denture adjustments, repairs, and relines done within 6 months after the initial placement is not covered. Subsequent relines will be covered once per denture in a 12-month period. Subsequent adjustments are limited to 2 adjustments per denture in a 12-month period.
- v. Tissue conditioning is covered no more than twice per denture in a 36-month period.
- vi. Surgical placement and removal of implants are covered. Implant placement and implant removal are limited to once per lifetime per tooth space. Implant maintenance is limited to once every 3 years, except when dentally necessary. The Plan will also cover:
  - A. The final crown and implant abutment over a single implant. This benefit is limited to once per tooth or tooth space over the lifetime of the implant; or
  - B. Provide an alternate benefit per arch of a full or partial denture for the final implant-supported full or partial denture prosthetic device when the implant is placed to support a prosthetic device.; or
  - C. The final implant-supported bridge retainer and implant abutment, or pontic. The benefit is limited to once per tooth or tooth space over the lifetime of the implant.
  - D. Implant-supported bridges are not covered if one or more of the retainers is supported by a natural tooth.
  - E. These benefits or alternate benefits are not provided if the tooth, implant, or tooth space received a cast restoration or prosthodontic benefit, including a pontic, within the previous 7 years.
- vii. Fixed bridges or removable cast partial dentures are not covered for members under age 16.
- viii. Porcelain restorations are considered cosmetic if placed on the upper second or third molars or the lower first, second, or third molars. Coverage is limited to a corresponding metallic prosthetic. The member is responsible for paying the difference.

#### **4.3.3 Other**

##### **a. Other Services:**

- i. Athletic mouthguard

##### **b. Other Limitations:**

- i. An athletic mouthguard is covered once per year for members age 15 and under and once every 2 years age 16 and over.

#### **4.4 GENERAL LIMITATION – OPTIONAL SERVICES**

If a more expensive treatment than is functionally adequate is performed, ODS will pay the applicable percentage of the maximum plan allowance for the least costly treatment. The member will be responsible for the remainder of the dentist's fee.

#### **4.5 NON-PARTICIPATING DENTISTS**

The amounts payable for services of a non-participating dentist or dental care provider are limited to the applicable percentages specified in the Plan for corresponding services in the non-participating dentist fee schedule. The allowable fee in states other than Oregon shall be that state's Delta Affiliate's non-participating dentist allowance.



## **SECTION 5. ORAL HEALTH, TOTAL HEALTH PROGRAM**

Visiting a dentist on a regular basis and keeping the mouth healthy is critical to keeping the rest of the body healthy. Studies have indicated a relationship between periodontal disease, bacteria in the mouth, and various health problems including pre-term, low birth weight babies and diabetes.

### **5.1 ORAL HEALTH, TOTAL HEALTH BENEFITS**

ODS has developed a program that provides additional cleanings (prophylaxis or periodontal maintenance) for ODS members based on this evidence. This benefit is for the cleaning only. Coverage for a routine exam and other services is subject to the frequency limitations outlined in Section 4.

#### **5.1.1 Diabetes**

For members with diabetes, elevated blood sugar levels can have a negative effect on oral health. Diabetes increases the risk of cavities, gum disease, tooth loss, dry mouth and infection. Conversely, poor oral health can make diabetes more difficult to manage. Infections may cause blood sugar to rise and require more insulin to keep it under control. Research confirms that regular visits to the dentist may help in the diagnosis and management of diabetes.

Diabetic members are eligible for a total of 4 cleanings per year.

#### **5.1.2 Pregnancy**

Keeping the mouth healthy during a pregnancy is important for a member and the baby. According to the American Dental Association, pregnant women who have periodontal (gum) disease are more likely to have a baby that is born too early and too small.

Research suggests that periodontal disease triggers increased levels of biological fluids that induce labor. Furthermore, data suggests that women whose periodontal condition worsens during pregnancy have an even higher risk of having a premature baby. Dental visits during a woman's third trimester of pregnancy may help prevent pre-term, low birth weight babies.

Members should talk to their dentist about scheduling a routine cleaning or periodontal maintenance during the third trimester of pregnancy. Pregnant members are eligible for a cleaning in the third trimester of pregnancy regardless of normal plan frequency limits.

### **5.2 HOW TO ENROLL**

Enrolling in the Oral Health, Total Health program is easy. To enroll, a member can contact Customer Service or complete and return the Oral Health, Total Health enrollment form found on myModa. Members with diabetes must include proof of diagnosis.

## **SECTION 6. EXCLUSIONS**

In addition to the limitations and exclusions described elsewhere in the Plan, the following services, procedures and conditions are not covered, even if otherwise dentally necessary, if they relate to a condition that is otherwise covered by the Plan, or if recommended, referred, or provided by a dentist or dental care provider.

### **Anesthesia or Sedation**

General anesthesia and/or IV sedation except as stated in section 4.2.5

### **Anesthetics, Analgesics, Hypnosis, and Medications**

Including nitrous oxide, local anesthetics or any other prescribed drugs

### **Benefits Not Stated**

Services or supplies not specifically described in this handbook as covered services

### **Claims Not Submitted Timely**

Claims submitted more than 12 months after the date of service, except as stated in section 9.1

### **Congenital or Developmental Malformations**

Including treatment of cleft palate, maxillary and/or mandibular (upper and lower jaw) malformations, enamel hypoplasia, and fluorosis (discoloration of teeth).

### **Cosmetic Services**

### **Duplication and Interpretation of X-rays**

### **Experimental or Investigational Procedures**

Including expenses incidental to or incurred as a direct consequence of such procedures

### **Facility Fees**

Including additional fees charged by the dentist for hospital, extended care facility or home care treatment

### **Gnathologic Recordings**

### **Illegal Acts, Riot or Rebellion**

Services and supplies for treatment of an injury or condition caused by or arising out of a member's voluntary participation in a riot, armed invasion or aggression, insurrection or rebellion, or arising directly from an illegal act

### **Inmates**

Services and supplies a member receives while in the custody of any state or federal law enforcement authorities or while in jail or prison

### **Instructions or Training**

Including plaque control and oral hygiene or dietary instruction

### **Localized Delivery of Antimicrobial Agents**

## **Missed Appointment Charge**

### **Never Events**

Services and supplies related to never events, which are events that should never happen while receiving services in a dental office, including removing a non-diseased tooth structure or performing a procedure on the wrong patient or wrong tooth.

### **Orthodontia**

### **Periodontal Charting**

### **Precision Attachments**

### **Rebuilding or Maintaining Chewing Surface; Stabilizing Teeth**

Including services only to prevent wear or protect worn or cracked teeth. Such services include increasing vertical dimension, equilibration, periodontal splinting, and nightguards (occlusal guard).

### **Services on Tongue, Lip, or Cheek**

### **Service Related Conditions**

Treatment of any condition caused by or arising out of a member's service in the armed forces of any country or as a military contractor or from an insurrection or war

### **Services Otherwise Available**

Including those services or supplies:

- a. compensable under workers' compensation or employer's liability laws
- b. provided by any city, county, state or federal law, except for Medicaid coverage
- c. provided without cost to the member by any municipality, county or other political subdivision or community agency, except to the extent that such payments are insufficient to pay for the applicable covered dental services provided under the Plan
- d. provided under separate contracts that are used to provide coordinated coverage for covered persons in a group and are considered parts of the same plan

## **Taxes**

### **Third Party Liability Claims**

Services and supplies for treatment of illness or injury for which a third party is or may be responsible, to the extent of any recovery received from or on behalf of the third party (see section 9.3.2)

### **TMJ**

Treatment of any disturbance of the temporomandibular joint (TMJ)

### **Treatment After Coverage Terminates**

Except for Class III services that were ordered and fitted while still eligible, and then only if such items are cemented within 31 days after a member's eligibility ends. This provision is not applicable if the Group transfers its plan to another carrier.

### **Treatment Before Coverage Begins**

### **Treatment Not Dentally Necessary**

Including services:

- a. not established as necessary for the treatment or prevention of a dental injury or disease otherwise covered under the Plan
- b. that are inappropriate with regard to standards of good dental practice
- c. with poor prognosis

## SECTION 7. ELIGIBILITY

The date a person becomes eligible may be different than the date coverage begins (see section 8.5).

### 7.1 SUBSCRIBER

A person is eligible to enroll in the Plan if he or she:

- a. is a permanent documented full time employee, sole proprietor, owner, business partner, or corporate officer of the Group
- b. is not a leased, seasonal, substitute, or temporary employee, or an agent, consultant, or independent contractor
- c. is paid on a regular basis through the payroll system, has federal taxes deducted from such pay, and is reported to Social Security
- d. works for the Group on a regularly scheduled basis the minimum of hours required by the Collective Bargaining Agreement; and
- e. has satisfied any orientation and/or eligibility waiting period

Subscribers are eligible to remain enrolled if they are on an approved leave of absence under state or federal family and medical leave laws.

### 7.2 DEPENDENTS

A subscriber's legal spouse or domestic partner is eligible for coverage. A subscriber's children are eligible until their 26th birthday.

**Please Note:**  
**The Group offers same gender and opposite gender domestic partner coverage.**

For purposes of determining eligibility, the following are considered "children":

- a. The natural, or adopted child of a subscriber or a subscriber's spouse or domestic partner (Variable: foster is an option if requested)
- b. Children placed for adoption with a subscriber. Adoption paperwork must be provided
- c. Children of a covered dependent child, until the dependent child is no longer eligible under the Plan
- d. Children related to a subscriber by blood or marriage for whom the subscriber is the legal guardian. A court order showing legal guardianship must be provided

A subscriber's child who has sustained a disability rendering him or her physically or mentally incapable of self-support at even a sedentary level may be eligible for coverage even though he or she is over 26 years old. To be eligible, the child must be unmarried and principally dependent on the subscriber for support and have had continuous dental coverage. The incapacity must have arisen, and the information below must be received, before the child's 26th birthday. Social Security Disability status does not guarantee coverage under this provision. ODS will determine eligibility based on commonly accepted guidelines. To avoid a

break in coverage, it is recommended that the following information be submitted to ODS at least 45 days before the child's 26th birthday:

- a. Recent medical or psychiatric progress notes and evaluations, referrals or consult notes
- b. Relevant test results (e.g., lab, imaging, neuro-psychiatric testing, etc.)
- c. Recent hospitalization records (e.g., history and physical, discharge summary) if applicable
- d. Disability information from prior carrier

ODS will make an eligibility determination based on documentation of the child's medical condition. Periodic review by ODS will be required on an ongoing basis except in cases where the disability is certified to be permanent.

### **7.3 QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMCSO)**

The Plan will cover a child of an eligible employee who has a right to enrollment due to a qualified medical child support order (QMCSO). The Plan has detailed procedures for determining whether an order qualifies as a QMCSO. A copy of such procedures is available from the Group without charge.

The child's coverage under the Plan will be effective as of the first day of the month following the date that the Group determines that the applicable order qualifies as a QMCSO and that the child is eligible for enrollment in the Plan.

### **7.4 NEW DEPENDENTS**

If a subscriber marries or registers a domestic partnership, the spouse or domestic partner and his or her children are eligible to enroll as of the date of the marriage or registration. If a subscriber files an Affidavit of Domestic Partnership with the Group, the unregistered domestic partner and his or her children are eligible for coverage (see section 8.2).

A member's newborn child will automatically be enrolled for 31 days after birth. Adopted children are automatically enrolled for the first 31 days from the date of the adoption decree. If a child is placed with the subscriber pending the completion of adoption proceedings and the subscriber has assumed and retained a legal obligation for full or partial support of the child in anticipation of adoption, that child will be enrolled for the first 31 days from the date of placement. When adding the child will cause a premium increase (e.g., from an employee and spouse tier to a family tier), an application and payment must be submitted within those 31 days. If payment is required but not received, the child will not be covered (see section 8.2).

A new dependent may cause a premium increase. Premiums will be adjusted accordingly and will apply during the first 31 days of coverage for newborn or adopted children.

### **7.5 ELIGIBILITY AUDIT**

ODS reserves the right to conduct audits to verify a member's eligibility, and may request documentation including but not limited to employee timecards, member birth certificates,

adoption paperwork, marriage certificates, domestic partnership registration and any other evidence necessary to document eligibility on the Plan.

## **7.6 RETIREMENT**

### **7.6.1 Employee Eligibility**

Those employees eligible for retirement under ORS 243.303 and the eligibility rules of the Oregon Public Employees Retirement System (PERS), will be allowed to continue the dental plan coverage after retirement as long as application for enrollment is made within 60 days of the effective date of retirement. Benefits and coverage will be the same as for active employees.

### **7.6.2 Dependent Eligibility**

If a dependent is carried on a member's insurance immediately prior to the member's retirement, the dependent is allowed to continue on the member's insurance during retirement. If a dependent chooses not enroll at the time of the employee's retirement, the dependent's coverage will end and the dependent may not re-enroll at a later date. New dependent(s) acquired after an employee's retirement date are eligible to enroll on the plan as long as application for enrollment is made within 31 days of first becoming eligible for coverage. New dependent(s) who do not enroll upon initial eligibility will not be allowed to enroll at a future date.

### **7.6.3 When Retiree Eligibility Ends**

Eligibility for a retiree will end on the last day of the month in which he or she:

- a. Dies;
- b. Reaches age 65;
- c. Voluntarily terminates enrollment for him or herself and all enrolled dependents;
- d. Or, just prior to the month in which the retiree becomes eligible for Medicare.

Eligibility for a spouse will end on the last day of the month in which:

- a. A decree of divorce is final (may then be eligible for COBRA continuation);
- b. He/she voluntarily terminates enrollment, either individually or through the retiree;

Eligibility for a dependent child will end on the last day of the month in which the child:

- a. Is no longer eligible according to the terms of the contract;
- b. Voluntarily terminates enrollment, either individually or through the retiree.

A retiree, his or her spouse, and/or dependent child(ren) who voluntarily terminate coverage may not re-enroll.

Refer to Continuation of Dental Coverage section of the Benefit Handbook for COBRA and portability information.

## **SECTION 8. ENROLLMENT**

### **8.1 ENROLLING ELIGIBLE EMPLOYEES**

A complete and signed application for the eligible employee and any dependents to be enrolled must be filed with the Group within 31 days of becoming eligible to apply for coverage.

An employee who is also a dependent of another employee, still must be enrolled as an employee. No employee may be enrolled solely as a dependent of another employee.

The subscriber must notify the Group and ODS of any change of address.

### **8.2 ENROLLING NEW DEPENDENTS**

To enroll a new dependent, a complete and signed application and, when applicable, a marriage certificate, domestic partnership documentation, or adoption or placement for adoption paperwork must be submitted within 31 days of their eligibility. The subscriber must notify the Group and ODS if family members are added or dropped from coverage, even if it does not affect premiums.

### **8.3 OPEN ENROLLMENT**

Eligible employees and/or any eligible dependents who are not enrolled within 31 days of first becoming eligible must wait for the next open enrollment period to enroll unless they meet one of the eligibility requirements described in section 8.4. Open enrollment occurs once a year at renewal.

### **8.4 SPECIAL ENROLLMENT RIGHTS**

The special enrollment rights described in sections 8.4.1 and 8.4.2 apply:

- a. To an eligible employee who loses other coverage or becomes eligible for a premium assistance subsidy
- b. To a subscriber's dependent who loses other coverage or becomes eligible for a premium assistance subsidy
- c. To both an eligible employee and his or her dependent if neither is enrolled under the Plan, and either loses other coverage or becomes eligible for a premium assistance subsidy

To enroll, an eligible employee must submit a complete and signed application within the required timeframe.

#### **8.4.1 Loss of Other Coverage**

If coverage is declined when initially eligible because of other dental coverage, an eligible employee or any dependents may enroll in the Plan outside of the open enrollment period if the following criteria are met:



- a. He or she was covered under a group dental plan or had dental coverage at the time coverage was previously offered
- b. He or she stated in writing at such time that coverage under a group dental plan or dental coverage was the reason enrollment was declined
- c. He or she requests such enrollment not later than 31 days after the previous coverage ended (except for event iv. below, which allows up to 60 days)
- d. One of the following events has occurred:
  - i. His or her prior coverage was under a COBRA continuation provision and the coverage under such provision was exhausted
  - ii. His or her prior coverage was terminated as a result of loss of eligibility for the coverage. Examples of when coverage under a plan may be lost include:
    - A. legal separation or divorce
    - B. loss of dependent status per plan terms
    - C. death
    - D. termination of employment
    - E. reduction in the number of hours of employment
    - F. reaching the lifetime maximum on all benefits
    - G. the plan ceasing to offer coverage to a group of similarly situated persons
    - H. moving out of an HMO service area that results in termination of coverage and no other option is available under the plan
    - I. termination of the benefit package option, and no substitute option is offered
  - iii. The employer contributions toward his or her other coverage were terminated. (If employer contributions cease, the eligible employee or dependent does not have to terminate coverage under the prior plan in order to be eligible for special enrollment.)
  - iv. His or her prior coverage was under Medicaid or a children's health insurance program (CHIP) and such coverage was terminated due to loss of eligibility. Special enrollment must be requested within 60 days of the termination.

#### **8.4.2 Eligibility for Premium Subsidy**

If an eligible employee or dependent covered under Medicaid or CHIP becomes eligible for a premium assistance subsidy, and special enrollment is requested within 60 days of the determination of eligibility, they may enroll in the Plan outside of the open enrollment period.

#### **8.4.3 New Dependents**

An eligible employee and spouse or domestic partner will have special enrollment rights if they are not enrolled at the time of the event that caused the eligible employee to gain a new dependent (e.g., marriage, the registration of a domestic partnership or the filing of an Affidavit of Domestic Partnership, birth, adoption, or placement for adoption); however, other existing dependents will not.

### **8.5 WHEN COVERAGE BEGINS**

Coverage begins on the first day of the month following the date of hire. When the new dependent results from marriage, coverage is effective on the day of marriage. When the new dependent results from domestic partnership, coverage is effective on the date the Declaration of Domestic Partnership is registered, or the Affidavit of Domestic Partnership is filed. Newborn children are eligible to begin coverage on the date of their birth, adopted children or children

placed for adoption are eligible to begin coverage on the date of adoption or placement, court ordered coverage is effective on the date specified by the court order, or if the subscriber is enrolled under a Collective Bargaining Agreement which states otherwise.

Coverage for those enrolling during open enrollment begins on the date the Plan renews. All other plan provisions will apply. Coverage under special enrollment will begin on the first day of the month following loss of coverage as defined in 8.4.1 or a loss of premium subsidy as defined in 8.4.2.

The necessary premiums must also be paid for coverage to become effective.

## **8.6 WHEN COVERAGE ENDS**

When the subscriber's coverage ends, coverage for all enrolled dependents also ends.

### **8.6.1 Termination of the Group Plan**

Coverage ends for the Group and members on the date the Plan ends.

### **8.6.2 Termination by Subscriber**

A subscriber may terminate his or her coverage, or coverage for any enrolled dependent, by giving ODS written notice through the Group, unless the coverage election is considered irrevocable for the plan year (such as when employee share of premium is withheld from paycheck on pretax basis). Coverage ends on the last day of the month through which premiums are paid.

### **8.6.3 Death**

If a subscriber dies, coverage for any enrolled dependents ends on the last day of the month in which the death occurs. Enrolled dependents may extend their coverage for up to 3 years if the requirements for continuation of coverage are met (see section 12.2). The Group must notify ODS of any continuation of coverage, and appropriate premiums must be paid along with the Group's regular monthly payment.

### **8.6.4 Loss of Eligibility, Layoff or Leave of Absence**

Coverage will end on the last day of the month in which employment ends, unless a member chooses to continue coverage (see Section 12).

If a subscriber is laid off and returns to active work within 18 months of being laid off, he or she and any eligible dependents may enroll in the Plan on the first of the month following the date of rehire and coverage will begin on that date.

If a subscriber experiences a loss of eligibility due to a qualifying leave of absence, as defined by the specific working agreement, he or she and any previously enrolled dependents may re-enroll in the group plan upon the subscriber's return to work in a qualifying position. Coverage will begin the first day of the month in which the subscriber returns to work in the qualifying position, as defined by the specific working agreement (see 12.5 for coverage during a leave of absence).

All plan provisions will resume at re-enrollment whether or not there was a lapse in coverage. Upon re-enrollment in the Plan, any waiting period required by the Plan will not have to be re-served.

The Group must notify ODS that the subscriber has been rehired following a layoff or that the subscriber's hours have been increased, and the necessary premiums for coverage must be paid.

#### **8.6.5 Loss of Eligibility by Dependent**

Coverage ends for an enrolled spouse on the last day of the month in which a decree of divorce or annulment is entered (regardless of any appeal), and for an enrolled domestic partner on the last day of the month in which a judgment of dissolution or annulment of the domestic partnership has been entered or that the partnership no longer meets the requirements of the Affidavit of Domestic Partnership filed with the Group. Coverage ends for an enrolled child on the last day of the month in which the child reaches age 26.

Enrolled dependents other than unregistered opposite sex domestic partners have the right to continue coverage in their own names when their coverage under the Plan ends.

#### **8.6.6 Rescission**

ODS may rescind a member's coverage back to the effective date, or deny claims at any time for fraud, material misrepresentation, or concealment by a member or the Group, which may include but is not limited to enrolling ineligible persons on the Plan, falsifying or withholding documentation or information that is the basis for eligibility or employment, and falsification or alteration of claims. ODS reserves the right to retain premiums paid as liquidated damages, and the Group and/or member shall be responsible for the full balance of any benefits paid. Should ODS terminate coverage under this section, ODS may, to the extent permitted by law, deny future enrollment of the members under any Oregon Dental Service policy or contract or the contract of any affiliates.

#### **8.6.7 Continuing Coverage**

Information is in Continuation of Dental Coverage (Section 12).

## SECTION 9. CLAIMS ADMINISTRATION & PAYMENT

### 9.1 SUBMISSION AND PAYMENT OF CLAIMS

#### 9.1.1 Claim Submission

In no event, except absence of legal capacity or in the case of a Medicaid claim, is a claim valid if submitted later than 12 months from the date the expense was incurred. Claims submitted by Medicaid must be sent to ODS within 3 years after the date the expense was incurred.

#### 9.1.2 Explanation of Benefits (EOB)

ODS will report its action on a claim by providing the member a document called an Explanation of Benefits (EOB). Members are encouraged to access their EOBs electronically by signing up through myModa. ODS may pay claims, deny them, or apply the allowable expense toward satisfying the deductible, if any. If all or part of a claim is denied, the reason will be stated in the EOB.

If a member does not receive an EOB or an email indicating that an EOB is available within a few weeks of the date of service, this may indicate that ODS has not received the claim. To be eligible for reimbursement, claims must be received within the claim submission period explained in section 9.1.1.

#### 9.1.3 Claim Inquiries

Customer Service can answer questions about how to file a claim, the status of a pending claim, or any action taken on a claim. ODS will respond to an inquiry within 30 days of receipt.

### 9.2 APPEALS

#### 9.2.1 Definitions

For purposes of section 9.2, the following definitions apply:

**Adverse Benefit Determination** means a written notice from ODS, in the form of a letter or an Explanation of Benefits (EOB), of any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including one based on a determination of a person's eligibility to participate in the Plan and one resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be experimental or investigational or not necessary and customary by the standards of generally accepted dental practice for the prevention or treatment of oral disease or accidental injury.

**Appeal** is a written request by a member or his or her representative for ODS to review an adverse benefit determination.

**Utilization Review** means a system of reviewing the dental necessity, appropriateness, or quality of dental care services and supplies using specific guidelines, including certification, the application of practice guidelines, and retrospective review. An adverse benefit determination that the item or service is not dentally necessary or appropriate, is investigational or experimental, or in which the decision as to whether a benefit is covered involved a dental judgment is a utilization review decision.

### **9.2.2 Time Limit for Submitting Appeals**

Members have **180 days** from the date of an adverse benefit determination to submit an initial written appeal. If an appeal is not submitted within the timeframes outlined in this section, the rights to the appeal process will be lost.

### **9.2.3 The Review Process**

The Plan has a 2-level internal review process consisting of a first level appeal and a second level appeal. ODS' response time to an appeal is based on the nature of the claim as described below.

The timelines addressed in the sections below do not apply when the member does not reasonably cooperate, or circumstances beyond the control of either party prevents that party from complying with the standards set (but only if the party who is unable to comply gives notice of the specific circumstances to the other party when the circumstances arise).

Upon request and free of charge, the member may have reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits.

### **9.2.4 First Level Appeals**

Before filing an appeal, it may be possible to resolve a dispute with a phone call to Customer Service. Otherwise, an appeal must be submitted in writing. If necessary, Customer Service can provide assistance filing an appeal. Written comments, documents, records, and other information relating to the claim for benefits may be submitted. ODS will acknowledge receipt of the written appeal within 7 days and conduct an investigation by persons who were not previously involved in the original determination. The investigation will be completed within 30 days of receipt of the appeal.

When an investigation has been completed, ODS will send a written notice of the decision to the member, including the basis for the decision. If applicable, the notice will include information on the right to a second level appeal.

### **9.2.5 Second Level Appeal**

A member who disagrees with the decision regarding the first level appeal may request a review of the decision. A second level appeal must be submitted in writing within 60 days of the date of ODS' action on the first level appeal. Investigations and responses to a second level appeal will be by persons who were not involved in the initial determinations. The member will have the option to submit written comments, documents, records and other information related to the case that were not previously submitted.

Investigations and responses to a second level appeal will follow the same timelines outlined in section 9.2.4. ODS will notify the member in writing of the decision, including the basis for the decision.

### 9.3 BENEFITS AVAILABLE FROM OTHER SOURCES

Sometimes dental expenses may be the responsibility of someone other than ODS.

#### 9.3.1 Coordination of Benefits (COB)

This provision applies when a member has healthcare coverage under more than one plan. A complete explanation of COB is in Section 10.

#### 9.3.2 Third Party Liability

A member may have a legal right to recover benefit or healthcare costs from a third party as a result of an illness or injury for which such costs were paid by ODS. The Plan does not cover benefits for which a third party may be legally liable. Because recovery from a third party may be difficult and take a long time, as a service to the member ODS will pay a member's expenses based on the understanding and agreement that ODS is entitled to be reimbursed in full from any recovery the member may receive for any benefits it paid that are or may be recoverable from a third party, as defined below.

The member agrees that ODS has the rights described in section 9.3.2. ODS may seek recovery under one or more of the procedures outlined in this section. The member agrees to do whatever is necessary to fully secure and protect, and to do nothing to prejudice, ODS' right of recovery or subrogation as discussed in this section. ODS has discretion to interpret and construe these recovery and subrogation provisions.

##### 9.3.2.1 Definitions:

For purposes of section 9.3.2, the following definitions apply:

**Benefits** means any amount paid by ODS, or submitted to ODS for payment to or on behalf of a member. Bills, statements or invoices submitted by a provider to or on behalf of a member are considered requests for payment of benefits by the member.

**Recovery Funds** means any amount recovered from a third party.

**Third Party** means any person or entity responsible for the injury or illness, or the aggravation of an injury or illness, of a member. Third party includes any insurer of such person or entity, including different forms of liability insurance, or any other form of insurance that may pay money to or on behalf of the member including uninsured motorist coverage, under-insured motorist coverage, premises med-pay coverage, personal injury protection (PIP) coverage, and workers' compensation insurance.

**Third Party Claim** means any claim, lawsuit, settlement, award, verdict, judgment, arbitration decision or other action against a third party (or any right to such an action) by or on behalf of a member.

##### 9.3.2.2 Subrogation

Upon payment by the Plan, ODS has the right to pursue the third party in its own name or in the name of the member. The member shall do whatever is necessary to secure such subrogation rights and do nothing to prejudice them. ODS is entitled to all subrogation rights and remedies under common and statutory law, as well as under the Plan.

### **9.3.2.3 Right of Recovery**

In addition to its subrogation rights, ODS may, at its sole discretion and option, require a member, and his or her attorney, if any, to protect its recovery rights. The following rules apply:

- a. The member holds any rights of recovery against the third party in trust for ODS, but only for the amount of benefits ODS paid for that illness or injury.
- b. ODS is entitled to receive the amount of benefits it has paid for an illness or injury out of any settlement or judgment that results from exercising the right of recovery against the third party. This is so whether or not the third party admits liability or claims that the member is also at fault. In addition, ODS is entitled to receive the amount of benefits it has paid whether the healthcare expenses are itemized or expressly excluded in the third party recovery.
- c. If ODS requires the member and his or her attorney to protect its recovery rights under this section, then the member may subtract from the money to be paid back to ODS a proportionate share of reasonable attorney fees as an expense for collecting from the other party.
- d. This right of recovery includes the full amount of the benefits paid or pending payment by ODS, out of any recovery made by the member from the third party, including without limitation any and all amounts from the first dollars paid or payable to the member (including his or her legal representatives, estate or heirs, or any trust established for the purpose of paying for the future income, care or medical expenses of the member), regardless of the characterization of the recovery, whether or not the member is made whole, or whether or not any amounts are paid or payable directly by the third party, an insurer or another source. ODS' recovery rights will not be reduced due to the member's own negligence.
- e. If it is reasonable to expect that the member will incur future expenses for which benefits might be paid by ODS, the member shall seek recovery of such future expenses in any third party claim.
- f. In third party claims involving the use or operation of a motor vehicle, ODS, at its sole discretion and option, is entitled to seek reimbursement under the personal injury protection statutes of the state of Oregon, including ORS 742.534, ORS 742.536, or ORS 742.538, or under applicable state law.

### **9.3.2.4 Additional Provisions**

Members shall comply with the following and agree that ODS may do one or more of the following, at its discretion:

- a. The member shall cooperate with ODS to protect its recovery rights, including by:
  - i. Signing and delivering any documents ODS reasonably requires to protect its rights, including a Third Party Questionnaire and Agreement. If the member has retained an attorney, then the attorney must also sign the agreement. The Plan will not be required to pay benefits until the agreement is properly signed and returned
  - ii. Providing any information to ODS relevant to the application of the provisions of section 9.3.2, including all information available to the member, or any

- representative or attorney representing the member, relating to the potential third party claim. This may include dental/medical information, settlement correspondence, copies of pleadings or demands, and settlement agreements, releases or judgments
- iii. Notifying ODS of the potential third party claim for which the Plan may issue benefits. The member has this responsibility even if the first request for payment of benefits is a bill or invoice submitted to ODS by the member's provider.
  - iv. Taking such actions as ODS may reasonably request to assist it in enforcing its third party recovery rights
- b. The member and his or her representatives are obligated to notify ODS in advance of any claim (written or oral) and/or any lawsuit made against a third party seeking recovery of any damages from the third party, whether or not the member is seeking recovery of benefits paid by ODS from the third party
  - c. By accepting payment of benefits by the Plan, the member agrees that ODS has the right to intervene in any lawsuit or arbitration filed by or on behalf of a member seeking damages from a third party.
  - d. The member agrees that ODS may notify any third party, or third party's representatives or insurers, of its recovery rights described in section 9.3.2.
  - e. Even without the member's written authorization, ODS may release to, or obtain from, any other insurer, organization or person, any information it needs to carry out the provisions of section 9.3.2.
  - f. Section 9.3.2 applies to any member for whom advance payment of benefits is made by ODS whether or not the event giving rise to the member's injuries occurred before the member became covered by ODS.
  - g. If the member continues to receive treatment for an illness or injury after obtaining a settlement or recovery from a third party, the Plan will provide benefits for the continuing treatment of that illness or injury only to the extent that the member can establish that any sums that may have been recovered from the third party have been exhausted.
  - h. If the member or the member's representatives fail to do any of the above mentioned acts, then ODS has the right to not advance payment or to suspend payment of any benefits, or to recover any benefits it has advanced, for any sickness, illness, injury or dental/medical condition resulting from the event giving rise to, or the allegations in, the third party claim. ODS may notify dental/medical providers seeking authorization of payment of benefits that all payments have been suspended and may not be paid.
  - i. Coordination of benefits (where the member has dental/medical coverage under more than one plan or health insurance policy) is not considered a third party claim.



## SECTION 10. COORDINATION OF BENEFITS

Coordination of Benefits (COB) occurs when a member has dental coverage under more than one plan.

### 10.1 DEFINITIONS

For purposes of Section 10, the following definitions apply:

**Plan** means any of the following that provides benefits or services for dental care or treatment. If separate contracts are used to provide coordinated coverage for covered persons in a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.

Plan includes:

- a. Group or individual insurance contracts and group-type contracts
- b. HMO (health maintenance organization) coverage
- c. Coverage under a labor-management trustee plan, a union welfare plan, an employer organization plan or an employee benefits plan
- d. Medicare or other government programs, other than Medicaid, and any other coverage required or provided by law
- e. Other arrangements of insured or self-insured group or group-type coverage

Plan does not include:

- a. Fixed indemnity coverage
- b. Accident-only coverage
- c. Specified disease or specified accident coverage
- d. School accident coverage
- e. Medicare supplement policies
- f. Medicaid policies
- g. Coverage under other federal governmental plans, unless permitted by law

Each contract or other arrangement for coverage described above is a separate plan. If a plan has 2 parts and COB rules apply to only one of the 2, each of the parts is treated as a separate plan.

**Complying plan** is a plan that complies with these COB rules.

**Non-complying plan** is a plan that does not comply with these COB rules.

**Claim** means a request that benefits of a plan be provided or paid.

**Allowable expense** means a dental expense, including cost sharing, that is covered at least in part by any plan covering the member. When a plan provides benefits in the form of a service rather than cash payments, the reasonable cash value of the service will also be considered an allowable expense and a benefit paid. An expense that is not covered by any plan covering the

member is not an allowable expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a member is not an allowable expense.

The following are examples of expenses that are not allowable expenses:

- a. The amount of the reduction by the primary plan because a member has failed to comply with the plan provisions concerning second opinions or prior authorization, or because the member has a lower benefit due to not using an in-network provider
- b. Any amount in excess of the highest reimbursement amount for a specific benefit, if a member is covered by 2 or more plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology
- c. Any amount in excess of the highest of the negotiated fees, if a member is covered by 2 or more plans that provide benefits or services on the basis of negotiated fees
- d. If a member is covered by one plan that calculates its benefits on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another plan that provides its benefits on the basis of negotiated fees, the primary plan's arrangement shall be the allowable expense for all plans. However, if the provider has contracted with the secondary plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the primary plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the allowable expense used by the secondary plan to determine its benefits.

**This Plan** is the part of this group policy that provides benefits for dental expenses to which the COB provision applies and which may be reduced because of the benefits of other plans. Any other part of the policy providing dental benefits is separate from this Plan. A policy may apply one COB provision to certain benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

**Closed panel plan** is a plan that provides dental benefits to covered persons primarily in the form of services through a network of providers that have contracted with or are employed by the plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by an in-network provider.

**Custodial parent** is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

## 10.2 How COB WORKS

If the member is covered by another plan or plans, the benefits under this Plan and the other plan(s) will be coordinated. This means one plan pays its full benefits first, then any other plans pay. The order of benefit determination rules govern the order in which each plan will pay a claim for benefits.

The **primary plan** (the plan that pays benefits first) pays the benefits that would be payable under its terms in the absence of this provision.

The **secondary plan** (the plan that pays benefits after the primary plan) will reduce the benefits it pays so that payments from all plans do not exceed 100% of the total allowable expense.

This Plan will coordinate with a plan that is “excess” or “always secondary” or that uses order of benefit determination rules that are inconsistent with those contained in OAR 836-020-0770 to 836-020-0805 (non-complying plan) on the following basis:

- a. If this Plan is primary, it will provide its benefits first.
- b. If this Plan is secondary and the non-complying plan does not provide its primary payment information within a reasonable time after it is requested to do so, this Plan will assume that the benefits of the non-complying plan are identical to this Plan’s benefits. This Plan will provide its benefits first, but the amount of the benefits payable shall be determined as if this Plan were the secondary plan.
- c. If the non-complying plan reduces its benefits so that the member receives less in benefits than he or she would have received had this Plan provided its benefits as the secondary plan and the non-complying plan provided its benefits as the primary plan, then this Plan shall advance additional benefits equal to the difference between the amount that was actually paid and the amount that should have been paid if the non-complying plan had not improperly reduced its benefits. Additional payment will be limited so that ODS will not pay any more than it would have paid if it had been the primary plan. In consideration of such an advance, this Plan shall be subrogated to all rights of the member against the non-complying plan.

### 10.3 ORDER OF BENEFIT DETERMINATION (WHICH PLAN PAYS FIRST?)

The first of the following rules that applies will govern:

- a. **Non-dependent/Dependent.** If a plan covers the member as other than a dependent, for example, an employee, member of an organization, primary insured, or retiree, then that plan will determine its benefits before a plan which covers the member as a dependent.
- b. **Dependent Child/Parents Married or Living Together.** If the member is a dependent child whose parents are married, domestic partners, or are living together whether or not they have ever been married or domestic partners, the plan of the parent whose birthday falls earlier in the calendar year is the primary plan. If both parents' birthdays are on the same day, the plan that has covered the parent the longest is the primary plan. (This is called the ‘Birthday Rule’.)
- c. **Dependent Child/Parents Separated or Divorced or Not Living Together.** If the member is a dependent child of divorced or separated parents, or parents not living together whether or not they have ever been married or domestic partners, then the following rules apply:
  - i. If a court decree states that one of the parents is responsible for the healthcare expenses of the child, and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to plan years commencing after the plan is given notice of the court decree.
  - ii. If a court decree states that both parents are responsible for the healthcare expenses of the child, or that the parents have joint custody without specifying that one parent is responsible, the ‘birthday rule’ described above applies.
  - iii. If there is not a court decree allocating responsibility for the child’s healthcare expenses, the order of benefits is as follows: The plan covering the

- A. Custodial parent
  - B. Spouse or domestic partner of the custodial parent
  - C. Non-custodial parent
  - D. Spouse or domestic partner of the non-custodial parent
- d. **Dependent Child Covered by Individual Other than Parent.** For a dependent child covered under more than one plan of persons who are not the parents of the child, the first applicable provision (b. or c.) above shall determine the order of benefits as if those persons were the parents of the child.
  - e. **Dependent Child Covered by Parent and Spouse.** For a dependent child covered under the plans of both a parent and a spouse, the length of coverage provision below shall determine the order of benefits. If coverage under either or both parents' plans and the spouse's plans began on the same day, the birthday rule will apply.
  - f. **Active/Retired or Laid Off Employee.** The plan that covers a member as an active employee, that is, one who is neither laid off nor retired (or as that employee's dependent) determines its benefits before those of a plan that covers the member as a laid off or retired employee (or as that employee's dependent). If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of the benefits, this rule is ignored.
  - g. **COBRA or State Continuation Coverage.** If a member whose coverage is provided under COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering the member as an employee, member of an organization, primary insured, or retiree or as a dependent of the same, is the primary plan and the COBRA or other continuation coverage is the secondary plan. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of the benefits, this rule is ignored.
  - h. **Longer/Shorter Length of Coverage.** The plan that covered a member longer is the primary plan and the plan that covered the member for the shorter period of time is the secondary plan.
  - i. **None of the Above.** If the preceding rules do not determine the order of benefits, the allowable expenses shall be shared equally between the plans. In addition, this Plan will not pay more than it would have paid had it been the primary plan.

#### 10.4 EFFECT ON THE BENEFITS OF THIS PLAN

In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other dental coverage and apply that calculated amount to any allowable expense under its plan that is unpaid by the primary plan. The secondary plan shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of other dental coverage.

If the primary plan is a closed panel plan and the member uses an out-of-network provider, the secondary plan shall provide benefits as if it were the primary plan, except for emergency services or authorized referrals that are paid or provided by the primary plan.

## **SECTION 11. MISCELLANEOUS PROVISIONS**

### **11.1 RIGHT TO COLLECT AND RELEASE NEEDED INFORMATION**

In order to receive benefits, the member must give or authorize a provider to give ODS any information needed to pay benefits. ODS may release to or collect from any person or organization any needed information about the member.

### **11.2 CONFIDENTIALITY OF MEMBER INFORMATION**

Keeping a member's protected health information confidential is very important to ODS. Protected health information includes enrollment, claims, and medical and dental information. ODS uses such information internally for claims payment, referrals and authorization of services, and business operations such as case management and quality management programs. ODS does not sell this information. The Notice of Privacy Practices provides more detail about how ODS uses members' information. A copy of the notice is available on the Moda Health website by following the HIPAA link or by calling 503-243-4492.

### **11.3 TRANSFER OF BENEFITS**

Only members are entitled to benefits under the Plan. These benefits are not assignable or transferable to anyone else. Any attempted assignment or transfer will not be binding on ODS, except that ODS shall pay amounts due under the Plan directly to a provider upon a member's written request.

### **11.4 RECOVERY OF BENEFITS PAID BY MISTAKE**

If ODS makes a payment for a member to which he or she is not entitled, or pays a person who is not eligible for payments at all, ODS has the right to recover the payment from the person paid or anyone else who benefited from it, including a provider. ODS' right to recovery includes the right to deduct the amount paid from future benefits it would provide for a member even if the mistaken payment was not made on that member's behalf.

### **11.5 CORRECTION OF PAYMENTS**

If benefits that this Plan should have paid are instead paid by another plan, this Plan may reimburse the other plan. Amounts reimbursed are plan benefits and are treated like other plan benefits in satisfying the Plan's liability.

### **11.6 CONTRACT PROVISIONS**

The policy with ODS and the Group and handbook plus any endorsements or amendments are the entire contract between the parties. No promises, terms, conditions or obligations exist other than those contained in the contract. This handbook and the policy plus any

endorsements or amendments shall supersede all other communications, representations or agreements, either verbal or written between the parties. If any term, provision, agreement or condition is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

## **11.7 WARRANTIES**

All statements made by the Group or a member, unless fraudulent, are considered representations and not warranties. No statement made for the purpose of obtaining coverage will void the coverage or reduce benefits unless contained in a written form and signed by the Group or the member, a copy of which has been given to the Group or member or the member's beneficiary.

## **11.8 LIMITATION OF LIABILITY**

ODS shall incur no liability whatsoever to any member concerning the selection of dentists to render services. In performing or contracting to perform dental service, such dentists shall be solely responsible, and in no case shall ODS be liable for the negligence of any dentist rendering such services. Nothing contained in the Plan shall be construed as obligating ODS to render dental services.

## **11.9 PROVIDER REIMBURSEMENTS**

Under state law, providers contracting with ODS to provide services to members agree to look only to ODS for payment of the part of the expense that is covered by the Plan and may not bill the member in the event ODS fails to pay the provider for whatever reason. The provider may bill the member for applicable cost sharing or non-covered expenses except as may be restricted in the provider contract.

## **11.10 INDEPENDENT CONTRACTOR DISCLAIMER**

ODS and participating dentists are independent contractors. ODS and participating dentists do not have a relationship of employer and employee nor of principal and agent. No relationship other than that of independent parties contracting with each other solely for the purpose of a participating dentist's provision of dental care to ODS members may be deemed or construed to exist between ODS and participating dentists. A participating dentist is solely responsible for the dental care provided to any member, and ODS does not control the detail, manner or methods by which a participating dentist provides care.

## **11.11 NO WAIVER**

Any waiver of any provision of the Plan, or any performance under the Plan, must be in writing and signed by the waiving party. Any such waiver shall not operate as, or be deemed to be, a waiver of any prior or future performance or enforcement of that provision or any other provision. If ODS delays or fails to exercise any right, power or remedy provided in the Plan,

including a delay or omission in denying a claim, that shall not waive ODS' rights to enforce the provisions of the Plan.

#### **11.12 GROUP IS THE AGENT**

The Group is the members' agent for all purposes under the Plan. The Group is not the agent of ODS.

#### **11.13 GOVERNING LAW**

To the extent the Plan is governed by state law, it shall be governed by and construed in accordance with the laws of the state of Oregon.

#### **11.14 WHERE ANY LEGAL ACTION MUST BE FILED**

Any legal action arising out of the Plan must be filed in either state or federal court in the state of Oregon.

#### **11.15 TIME LIMITS FOR FILING A LAWSUIT**

Any legal action arising out of, or related to, the Plan and filed against ODS by a member or any third party must be filed in court no more than 3 years after the time the claim was filed (see section 9.1). All internal levels of appeal under the Plan must be exhausted before filing a legal action in court.

## **SECTION 12. CONTINUATION OF DENTAL COVERAGE**

The following sections on continuation of coverage may apply. Members should check with the Group to find out whether they qualify for this coverage. Both subscribers and their dependents should read the following sections carefully.

### **12.1 OREGON CONTINUATION FOR SPOUSES & DOMESTIC PARTNERS AGE 55 AND OVER**

#### **12.1.1 Introduction**

55+ Oregon Continuation only applies to employers with 20 or more employees. ODS will provide 55+ Oregon Continuation coverage to those members who elect it, subject to the following conditions:

- a. ODS will offer no greater rights than ORS 743.600 to 743.602 requires
- b. ODS will not provide 55+ Oregon Continuation coverage for members who do not comply with the requirements outlined below
- c. The Group or its designated third party administrator is responsible for providing the required notices within the statutory time periods, including the notice of death and the election notice. If the Group or its designated third party administrator fails to notify the eligible spouse or domestic partner, premiums shall be waived from the date the notice was required until the date notice is received by the spouse or domestic partner. The Group shall be responsible for such premiums.

Note: In section 12.1 the term “domestic partner” refers only to a registered domestic partner, as defined in Section 3.

#### **12.1.2 Eligibility**

The spouse or domestic partner of the subscriber may elect 55+ Oregon Continuation coverage for himself or herself and any enrolled dependents if the following requirements are met:

- a. Coverage is lost because of the death of the subscriber, dissolution of marriage or domestic partnership with the subscriber, or legal separation from the subscriber
- b. The spouse or domestic partner is 55 years of age or older at the time of such event
- c. The spouse or domestic partner is not eligible for Medicare

#### **12.1.3 Notice and Election Requirements**

**Notice of Divorce, Dissolution, or Legal Separation.** Within 60 days of legal separation or the entry of a judgment of dissolution of marriage or domestic partnership, a legally separated or divorced spouse or domestic partner who is eligible for 55+ Oregon Continuation and seeks such coverage shall give the Group or its designated third party administrator written notice of the legal separation or dissolution. The notice shall include his or her mailing address.

**Notice of Death.** Within 30 days of the death of the subscriber whose surviving spouse or domestic partner is eligible for 55+ Oregon Continuation, the Group shall give the designated third party administrator, if any, written notice of the death and the mailing address of the surviving spouse or domestic partner.



**Election Notice.** Within 14 days of receipt of the above notice (or within 44 days of the death of the subscriber if there is no third party administrator), the Group or its designated third party administrator shall provide notice to the surviving, legally separated or divorced spouse or domestic partner that coverage can be continued, along with an election form. If the Group or its designated third party administrator fails to provide this election notice within the required timeframe, premiums shall be waived until the date notice is received.

**Election.** The surviving, legally separated or divorced spouse or domestic partner must return the election form within 60 days after the form is mailed. Failure to exercise this election within 60 days of the notification shall terminate the right to continued benefits under this section.

#### **12.1.4 Premiums**

Monthly premiums for 55+ Oregon Continuation are limited to 102% of the premiums paid by a current subscriber. The first premiums shall be paid by the surviving, legally separated or divorced spouse or domestic partner to the Group or its designated third party administrator within 45 days of the date of election. All remaining monthly premiums must be paid within 30 days of the premium due date.

#### **12.1.5 When Coverage Ends**

55+ Oregon Continuation will end on the earliest of any of the following events:

- a. Failure to pay premiums when due, including any grace period allowed by the Plan
- b. The date the Plan terminates, unless a different group policy is made available to members
- c. The date the member becomes insured under any other group dental plan
- d. The date the member remarries or registers another domestic partnership and becomes covered under another group dental plan
- e. The date the member becomes eligible for Medicare.

## **12.2 COBRA CONTINUATION COVERAGE**

### **12.2.1 Introduction**

COBRA only applies to employers with 20 or more employees on 50% of the typical business days in the prior calendar year. Certain church plans are exempted from COBRA. ODS will provide COBRA continuation coverage to members who have experienced a qualifying event and who elect coverage under COBRA, subject to the following conditions:

- a. Other than the exception on domestic partner coverage, ODS will offer no greater COBRA rights than the COBRA statute requires
- b. ODS will not provide COBRA coverage for members who do not comply with the requirements outlined below
- c. ODS will not provide COBRA coverage if the COBRA Administrator fails to provide the required COBRA notices within the statutory time periods or if the COBRA Administrator otherwise fails to comply with any of the requirements outlined below
- d. ODS will not provide a disability extension if the COBRA Administrator fails to notify ODS within 60 days of its receipt of a disability extension notice from a member

For purposes of section 12.2, COBRA Administrator means either the Group or a third party administrator delegated by the Group to handle COBRA administration.

### 12.2.2 Qualifying Events

**Subscriber.** A subscriber may elect continuation coverage if coverage is lost because of termination of employment (other than termination for gross misconduct, which may include misrepresenting immigration status to obtain employment), or a reduction in hours.

**Spouse.** The spouse of a subscriber has the right to continuation coverage if coverage is lost for any of the following qualifying events:

- a. Death of the subscriber
- b. Termination of the subscriber's employment (for reasons other than gross misconduct) or reduction in the subscriber's hours of employment with the Group
- c. Divorce or legal separation from the subscriber
- d. The subscriber becomes entitled to Medicare

(Also, if a subscriber eliminates coverage for his or her spouse in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the later divorce or legal separation will be considered a qualifying event even though the ex-spouse lost coverage earlier. If the ex-spouse notifies the COBRA Administrator within 60 days of the later divorce or legal separation and can establish that the coverage was eliminated earlier in anticipation of the divorce or legal separation, then COBRA coverage may be available for the period after the divorce or legal separation.)

**Children.** A child of a subscriber has the right to continuation coverage if coverage is lost for any of the following qualifying events:

- a. Death of the subscriber
- b. Termination of the subscriber's employment (for reasons other than gross misconduct) or reduction in the subscriber's hours of employment with the Group
- c. Parents' divorce or legal separation
- d. The subscriber becomes entitled to Medicare
- e. The child ceases to be a "child" under the Plan

**Opposite Sex Domestic Partners.** A subscriber, who at the time of the qualifying event was covering his or her domestic partner under the Plan, can elect COBRA continuation coverage that includes continuing coverage for the domestic partner. A domestic partner who is covered under the Plan by the subscriber is not an eligible member and, therefore, does not have an independent election right under COBRA. This also means that the domestic partner's coverage ceases immediately when the subscriber's COBRA coverage terminates (for example, due to the subscriber's death or because the subscriber becomes covered under another plan).

**Same Sex Domestic Partners.** A domestic partner, who at the time of the qualifying event was covered under the Plan, can elect COBRA continuation coverage. Under the Plan, the domestic partner would have the same rights to COBRA continuation coverage as a spouse does, unless otherwise stated. Where this COBRA section refers to divorce or legal separation, termination of domestic partnership would apply for domestic partners.

**Retirees.** If the Plan provides retiree coverage and the subscriber's former employer files a chapter 11 bankruptcy proceeding, this may be a qualifying event for the retiree who loses coverage as a result, and for his or her covered dependents.

### **12.2.3 Other Coverage**

The right to elect continuation coverage shall be available to persons who are covered under another group dental plan at the time of the election.

### **12.2.4 Notice and Election Requirements**

**Qualifying Event Notice.** A dependent member's coverage terminates as of the last day of the month in which a divorce or legal separation occurs (spouse's coverage is lost) or a child loses dependent status under the Plan (child loses coverage). Under COBRA, the subscriber or a family member has the responsibility to notify the COBRA Administrator if one of these events occurs by mailing or hand-delivering a written notice to the COBRA Administrator. The notice must include the following: 1) the name of the Group; 2) the name and social security number of the affected members; 3) the event (e.g. divorce); and 4) the date the event occurred. Notice must be given no later than 60 days after the loss of coverage under the Plan. If notice of the event is not given on time, continuation coverage will not be available.

**Election Notice.** Members will be notified of their right to continuation coverage within 14 days after the COBRA Administrator receives a timely qualifying event notice.

Otherwise, members will be notified by the COBRA Administrator of the right to elect COBRA continuation coverage within 44 days of any of the following events that result in a loss of coverage: the subscriber's termination of employment (other than for gross misconduct) or reduction in hours, death of the subscriber, the subscriber's becoming entitled to Medicare, or the Group files for Chapter 11 reorganization.

**Election.** A member must elect continuation coverage within 60 days after plan coverage ends, or, if later, 60 days after the COBRA Administrator sends notice of the right to elect continuation coverage to the member. If continuation coverage is not elected, group dental coverage will end.

A subscriber or the spouse may elect continuation coverage for eligible family members. However, each family member has an independent right to elect COBRA coverage. This means that a spouse or child may elect continuation coverage even if the subscriber does not.

If COBRA is elected, the Group will provide the same coverage as is available to similarly situated members under the Plan.

### **12.2.5 COBRA Premiums**

Those eligible for continuation coverage do not have to show that they are insurable. However, they are responsible for all premiums for continuation coverage. The first payment for continuation coverage is due within 45 days after a member provides notice of electing coverage (this is the date the election notice is postmarked, if mailed, or the date the election notice is received by the COBRA Administrator if hand delivered). This payment must include the amount necessary to cover all months that have elapsed between the date regular coverage ended and the payment date. Subsequent payments are due on the first day of the month; however, there will be a grace period of 30 days to pay the premiums. ODS will not send a bill for any payments due. The member is responsible for paying the applicable premiums, in good funds, when due; otherwise continuation coverage will end and may not be reinstated. The premium rate may include a 2% add-on to cover administrative expenses.

### **12.2.6 Length of Continuation Coverage**

**18-Month Continuation Period.** In the case of a loss of coverage due to end of employment or a reduction of hours of employment, coverage generally may be continued for up to a total of 18 months.

**36-Month Continuation Period.** In the case of losses of coverage due to a subscriber's death, divorce or legal separation, or a child ceasing to be a dependent under the terms of the Plan, coverage under the Plan may be continued for up to a total of 36 months.

When the qualifying event is the end of employment or reduction of the subscriber's hours of employment, and the subscriber became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage under the Plan for members other than the subscriber who lose coverage as a result of the qualifying event can last up to 36 months after the date of Medicare entitlement. This COBRA coverage period is available only if the subscriber becomes entitled to Medicare within 18 months before the termination or reduction of hours.

**Extended Period.** In the case of loss of coverage due to the bankruptcy of the Group, coverage for the retired subscriber may be continued up to his or her death; coverage for each dependent may be continued up to the dependent's death or 36 months after the retired subscriber's death, whichever is earlier.

### **12.2.7 Extending the Length of COBRA Coverage**

If COBRA is elected, an extension of the maximum period of coverage may be available if a member is disabled or a second qualifying event occurs. The COBRA Administrator must be notified of a disability or a second qualifying event in order to extend the period of COBRA coverage. If the member fails to provide notice of a disability or second qualifying event, he or she will lose the right to extend the period of COBRA coverage.

**Disability.** If any of the members is determined by the Social Security Administration to be disabled, the maximum COBRA coverage period that results from a subscriber's termination of employment or reduction of hours may be extended to a total of up to 29 months. The disability must have started at some time before the 61<sup>st</sup> day after the subscriber's termination of employment or reduction of hours and must last at least until the end of the period of COBRA coverage that would be available without the disability extension (generally 18 months). Each member who has elected COBRA coverage will be entitled to the disability extension if one of them qualifies.

The disability extension is available only if the COBRA Administrator is notified in writing of the Social Security Administration's determination of disability within 60 days after the latest of:

- a. the date of the Social Security Administration's disability determination
- b. the date of the subscriber's termination of employment or reduction of hours
- c. the date on which the member loses (or would lose) coverage under the terms of the Plan as a result of the subscriber's termination or reduction of hours

A member must provide the COBRA Administrator a copy of the Social Security Administration's determination within the 18-month period following the subscriber's termination of employment or reduction of hours, and not later than 60 days after the Social Security Administration's determination was made. If the notice is not provided within this timeframe,

then there will be no disability extension of COBRA coverage. The premiums for COBRA coverage may increase after the 18<sup>th</sup> month of coverage to 150% of the premium.

If determined by the Social Security Administration to no longer be disabled, the member must notify the COBRA Administrator of that fact within 30 days after the Social Security Administration's determination.

**Second Qualifying Event.** An extension of coverage will be available to spouses and children who are receiving COBRA coverage if a second qualifying event occurs during the 18 months (or, in the case of a disability extension, the 29 months) following the subscriber's termination of employment or reduction of hours. The maximum amount of COBRA coverage available when a second qualifying event occurs is 36 months from the date of the first qualifying event. Such second qualifying events may include the death of a subscriber, divorce or legal separation from the subscriber, or a child ceasing to be eligible for coverage as a dependent under the Plan. These events can be a second qualifying event only if they would have caused the member to lose coverage under the Plan if the first qualifying event had not occurred. (This extension is not available under the Plan when a subscriber becomes entitled to Medicare after his or her termination of employment or reduction of hours.)

This extension due to a second qualifying event is available only if the COBRA Administrator is notified in writing of the second qualifying event within 60 days after the date of the second qualifying event. If this notice is not provided to the COBRA Administrator during the 60-day notice period, then there will be no extension of COBRA coverage due to a second qualifying event.

**Note:** Longer continuation coverage may be available under Oregon Law for a subscriber's spouse or domestic partner age 55 and older who loses coverage due to the subscriber's death, or due to legal separation or dissolution of marriage or domestic partnership (see section 12.1).

#### **12.2.8 Newborn or Adopted Child**

If, during continuation coverage, a child is born to or placed for adoption with the subscriber, the child is considered an eligible member. The subscriber may elect continuation coverage for the child provided the child satisfies the otherwise applicable plan eligibility requirements (for example, age). The subscriber or a family member must notify the COBRA Administrator within 31 days of the birth or placement to obtain continuation coverage. If the subscriber or family member fails to notify the COBRA Administrator in a timely fashion, the child will not be eligible for continuation coverage.

#### **12.2.9 Special Enrollment and Open Enrollment**

Members under continuation coverage have the same rights as similarly situated members who are not enrolled in COBRA. A member may add children, spouses, or domestic partners as covered dependents in accordance with the Plan's eligibility and enrollment rules, including HIPAA special enrollment. If non-COBRA members can change plans at open enrollment, COBRA members may also change plans at open enrollment.

#### **12.2.10 When Continuation Coverage Ends**

COBRA coverage will automatically terminate before the end of the maximum period if:

- a. any required premiums are not paid in full on time
- b. a member becomes covered under another group dental plan

- c. a member becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing COBRA. (However, if the qualifying event is the Group's bankruptcy, the member will not lose COBRA because of entitlement to Medicare benefits)
- d. the Group ceases to provide any group dental plan for its employees
- e. during a disability extension period (section 12.2.7), the disabled member is determined by the Social Security Administration to be no longer disabled (COBRA coverage for all members, not just the disabled member, will end)

COBRA coverage may also be terminated for any reason the Plan would terminate coverage of a member not receiving COBRA coverage (such as fraud).

Questions about COBRA should be directed to the COBRA Administrator. The COBRA Administrator should be informed of any address changes.

### **12.3 UNIFORMED SERVICES EMPLOYMENT & REEMPLOYMENT RIGHTS ACT (USERRA)**

Coverage will terminate if a subscriber is called to active duty by any of the armed forces of the United States of America. However, if a subscriber requests to continue coverage under USERRA, coverage can be continued for up to 24 months or the period of uniformed service leave, whichever is shortest, if the subscriber pays any required contributions toward the cost of the coverage during the leave. If the leave is 30 days or less, the contribution rate will be the same as for active employees. If the leave is longer than 30 days, the required contribution will not exceed 102% of the cost of coverage.

If a subscriber does not elect continuation coverage under USERRA or if continuation coverage is terminated or exhausted, coverage will be reinstated on the first day he or she returns to active employment with the Group if released under honorable conditions, but only if he or she returns to active employment:

- a. On the first full business day following completion of military service for a leave of 30 days or less
- b. Within 14 days of completing military service for a leave of 31 to 180 days
- c. Within 90 days of completing military service for a leave of more than 180 days

Regardless of the length of the leave, a reasonable amount of travel time or recovery time for an illness or injury determined by the Veteran's Administration (VA) to be service connected will be allowed.

When coverage under the Plan is reinstated, all plan provisions and limitations will apply to the extent that they would have applied if the subscriber had not taken military leave and coverage had been continuous under the Plan. There will be no additional eligibility waiting period. (This waiver of limitations does not provide coverage for any illness or injury caused or aggravated by military service, as determined by the VA. Complete information regarding rights under USERRA is available from the Group).

## **12.4 FAMILY AND MEDICAL LEAVE**

If the Group grants a leave of absence under state or federal family and medical leave laws, the following rules will apply:

- a. Affected members will remain eligible for coverage during a family and medical leave.
- b. A subscriber's rights under family and medical leave will be governed by applicable state or federal statute and regulations.
- c. If members elect not to remain enrolled during a family and medical leave, they will be eligible to re-enroll in the Plan on the date the subscriber returns from leave. To re-enroll, a complete and signed application must be submitted within 60 days of the return to work. All of the terms and conditions of the Plan will resume at the time of re-enrollment as if there had been no lapse in coverage. Any group eligibility waiting period under the Plan will not have to be re-served.

## **12.5 LEAVE OF ABSENCE**

A leave of absence is a period off work granted by the Group at a subscriber's request during which he or she is still considered to be employed and is carried on the employment records of the Group. A leave can be granted for any reason acceptable to the Group.

If granted a leave of absence, a subscriber may continue coverage for up to 12 months. Premiums must be paid through the Group in order to maintain coverage during a leave of absence.

## **12.6 STRIKE OR LOCKOUT**

If employed under a collective bargaining agreement and involved in a work stoppage because of a strike or lockout, a subscriber may continue coverage for up to 6 months. The subscriber must pay the full premiums, including any part usually paid by the Group, directly to the union or trust, and the union or trust must continue to pay ODS the premiums when due.

Continuation of coverage during a strike or lockout will not occur if:

- a. Fewer than 75% of those normally enrolled choose to continue their coverage
- b. A subscriber accepts full-time employment with another employer
- c. A subscriber otherwise loses eligibility under the Plan

## **SECTION 13. ERISA DUTIES**

Subscribers are entitled to certain rights and protections if the Plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA). Members should check with the Group to determine if this section is applicable.

### **13.1 PLAN ADMINISTRATOR AS DEFINED UNDER ERISA**

ODS is not the plan administrator or the named fiduciary of the Plan, as defined under ERISA. Contact the Group for more information.

### **13.2 INFORMATION ABOUT THE PLAN AND BENEFITS**

Subscribers may examine, without charge, at the Group's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, collective bargaining agreements (if applicable), updated summary plan description, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (if any). This information can be obtained by written request. The Group may make a reasonable charge for the copies.

Subscribers are entitled to receive a summary of the Plan's annual financial report, if any is required by ERISA. The Group is required by law to furnish each subscriber with a copy of this summary annual report.

### **13.3 CONTINUATION OF GROUP DENTAL PLAN COVERAGE**

Subscribers are entitled to continue dental care coverage for themselves or their dependents if coverage under the Plan is lost as a result of a qualifying event. Members may have to pay for such coverage. Members should review this handbook and the documents governing the Plan regarding the rules governing continuation coverage rights.

### **13.4 PRUDENT ACTIONS BY PLAN FIDUCIARIES**

In addition to creating rights for members, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of members. No one, including the employer or any other person, may fire or discriminate against a subscriber in any way to prevent him or her from obtaining a benefit or exercising rights under ERISA.



## **13.5 ENFORCEMENT OF RIGHTS**

If a claim for benefits is denied or no action is taken, in whole or in part, members have a right to receive an explanation, to obtain without charge copies of documents relating to the decision, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps members can take to enforce these rights. For instance, if a copy of plan documents or the latest annual report is requested by the Group and not received within 30 days, a member may file suit in federal court. In such a case, the court may require the Group to provide the materials and pay the member up to \$110 a day until he or she receives the materials, unless the materials were not sent because of reasons beyond the control of the Group. If a claim for benefits is denied or no action is taken, in whole or in part, a member may file suit in state or federal court after exhausting the appeal process required by the Plan (see section 9.2). In addition, a member who disagrees with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order may file suit in federal court.

If plan fiduciaries misuse the Plan's money, or if a member is discriminated against for asserting his or her rights, the member may seek assistance from U.S. Department of Labor or may file suit in federal court. The court will decide who should pay court costs and legal fees. If the member is successful, the court may order the person who has been sued to pay these costs and fees. If the member loses, the court may order him or her to pay these costs and fees, (e.g., if it finds the claim is frivolous).

## **13.6 ASSISTANCE WITH QUESTIONS**

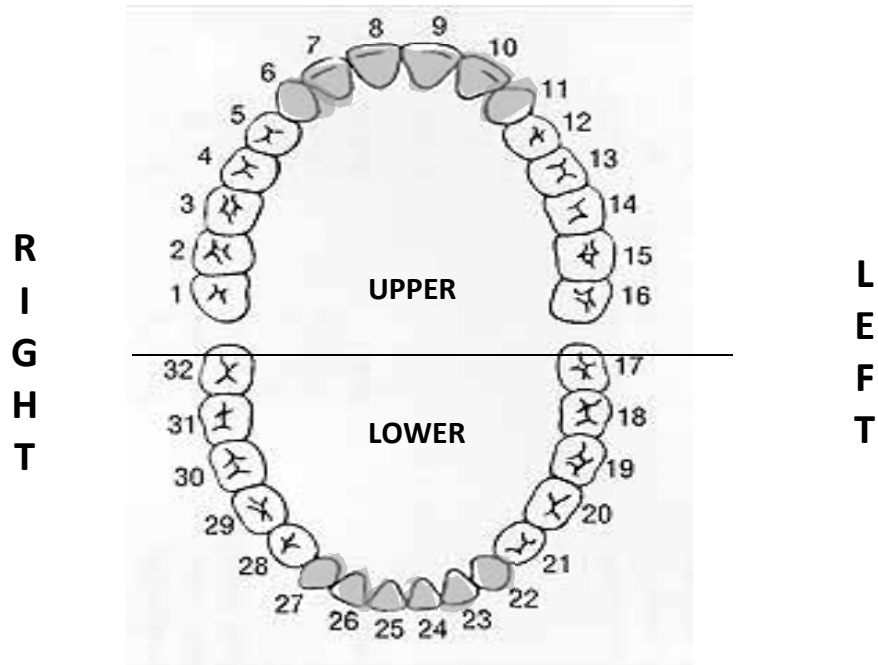
For questions about Section 13 or a member's rights under ERISA, or for assistance obtaining documents from the Group, members should contact one of the following:

Employee Benefits Security Administration  
US Department of Labor  
300 Fifth Avenue, Suite 1110  
Seattle, Washington 98104  
206-757-6781

Office of Participant Assistance  
Employee Benefits Security Administration  
US Department of Labor  
200 Constitution Avenue N.W.  
Washington D.C., 20210  
866-444-3272

Members may also obtain publications about their rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## THE PERMANENT ARCH



Anterior teeth are shaded gray.

The Permanent Arch		Description of Tooth
Tooth #		
Upper	Lower	
1	17	3rd Molar (wisdom tooth)
2	18	2nd Molar (12-yr molar)
3	19	1st Molar (6-yr molar)
4	20	2nd Bicuspid (2nd premolar)
5	21	1st Bicuspid (1st premolar)
6	22	Cuspid (canine/eye tooth)
7	23	Lateral Incisor
8	24	Central Incisor
9	25	Central Incisor
10	26	Lateral Incisor
11	27	Cuspid (canine/eye tooth)
12	28	1st Bicuspid (1st premolar)
13	29	2nd Bicuspid (2nd premolar)
14	30	1st Molar (6-yr molar)
15	31	2nd Molar (12-yr molar)
16	32	3rd Molar (wisdom tooth)



For help, call us directly at 888-217-2365.  
(En Español: 877-299-9063)

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