



OEA Choice Trust  
Willamette Plan

Effective Date October 1, 2008



Member handbooks and other services are available at [www.odskompanies.com](http://www.odskompanies.com).

*Insurance products provided by Oregon Dental Service.*

## **EMPLOYEE PLAN DESCRIPTION**

The ODS Companies  
601 S.W. Second Avenue  
Portland, Oregon 97204

### **Telephone Numbers**

#### Making Appointments or Selecting a Dentist

Portland        503-952-2100  
Toll Free      1-800-461-8994

#### Patient Relations Department

Portland        503-952-2000  
Toll Free      1-800-460-7644

#### Eligibility Inquiries

Portland        503-620-3822  
Toll Free      1-800-452-0914

We reserve the right to monitor telephone conversations and e-mail communications between our employees and our customers for legitimate business purposes as determined by us. The monitoring is to ensure the quality and accuracy of the service provided by our employees to our customers.

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Welcome to Oregon Dental Service (ODS).

Our dental plans are easy to use. All of the paperwork takes place at your dentist's office, and you do not submit claims for reimbursement (except for dental emergencies). Benefits are provided for services rendered by Willamette Dental Group. Services must be performed by Willamette Dental Group unless you are referred to an outside dentist or specialist by Willamette Dental Group. The amount you pay for a covered service is listed on the Enrollee Co-payment Schedule.

You may choose any general dentist from Willamette Dental Group. The Willamette Dental Group Directory is available by visiting the following website at [www.willamettedental.com](http://www.willamettedental.com) or by calling 503-952-2000 to request a paper copy.

Remember to make an appointment in advance with Willamette Dental Group when you or your family needs dental care. If it is necessary, Willamette Dental Group will refer you to an outside dentist or specialist. **Dental services which are not performed by a Willamette Dental Dentist will not be covered by the Plan.**

During your first appointment, tell Willamette Dental Group that you have dental benefits through ODS. You will need to provide your subscriber identification number and ODS Group number to Willamette Dental Group. These numbers are located on your I.D. card. You are responsible for the enrollee co-payments at the time of dental service.

If you have questions about your plan, call 503-952-2000 (Portland area) or 1-800-460-7644 (toll-free) for assistance.

Review your handbook carefully. It describes the benefits of your plan. It is the responsibility of the enrollee to review his or her plan and to be aware of its limitations and exclusions.

Please note: This handbook is a description of your dental care program. All Plan provisions are governed by the Group's Policy with ODS. This handbook may not contain every Plan provision. All provisions or terms of the Policy not described in this handbook still apply.

# List of Dental Offices

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## Oregon Office Locations



### **Albany**

2225 Pacific Boulevard, SE, Suite 201  
Albany, OR 97321

### **Beaverton**

14425 SW Allen Boulevard  
Beaverton, OR 97005

### **Bend**

Apple Tree Office Park, Building D  
62968 O.B. Riley Road,  
Bend, OR 97701

### **Corvallis**

2420 NW Professional Drive, Suite 150  
Corvallis, OR 97330

### **Eastport**

4104 SE 82<sup>nd</sup> Avenue, Suite 450  
Portland, OR 97266

### **Eugene**

2703 Delta Oaks Drive  
Eugene, OR 97408

### **Grants Pass**

2166 NW Vine Street, Suite H  
Grants Pass, OR 97526

### **Gresham**

1107 NE Burnside Street  
Gresham, OR 97030

### **Jefferson**

1933 SW Jefferson Street  
Portland, OR 97201

### **Lincoln City**

1105 SE Jetty, Suite B  
Lincoln City, OR 97367

### **Medford**

773 Golf View Drive  
Medford, OR 97504

### **Milwaukie**

6902 SE Lake Road, Suite 200  
Milwaukie, OR 97267

### **North Bend**

2085 Inland Drive, Suite A  
North Bend, OR 97459

### **Roseburg**

2365 NW Stewart Parkway  
Roseburg, OR 97470

### **Salem – Lancaster**

3490 Lancaster Drive NE  
Salem, OR 97305

### **Salem – Liberty**

4755 Liberty Road S  
Salem, OR 97302

**Stark Street**

13255 SE Stark Street  
Portland, OR 97233

**Tigard - Scholls**

11415 SW Scholls Ferry Road  
Beaverton, OR 97008

**Tillamook**

800 Main Avenue, Suite B  
Tillamook, OR 97141

**Tualatin**

17130 SW Upper Boones Ferry Road  
Durham, OR 97224

**Weidler Street**

220 NE Weidler Street  
Portland, OR 97232

## Washington Office Locations



### **Bellevue**

Park 120 Office Complex  
626 120<sup>th</sup> Avenue NE, Suite B210  
Bellevue, WA 98005

### **Bellingham**

Pacific Meridian Plaza  
4164 Meridian Street  
Bellingham, WA 98226

### **Everett**

4310 Colby Avenue, Suite 300  
Everett, WA 98203

### **Federal Way**

181 S. 333<sup>rd</sup> Street, Suite C-100  
Federal Way, WA 98003

### **Kennewick**

Westhaven Professional Park  
602 N. Colorado  
Kennewick, WA 99336

### **Kent**

24722 104<sup>th</sup> Avenue SE  
Kent, WA 98031

### **Lakewood**

9307 Bridgeport Way SW  
Tacoma, WA 98499

### **Longview**

1461 Broadway Street, Suite A  
Longview, WA 98632

### **Lynnwood**

Scriber Lake Office Center  
6101 200<sup>th</sup> Street SW, Suite 201  
Lynnwood, WA 98036

### **Olympia**

Columbia Commons  
3773-C Martin Way, Suite 105  
Olympia, WA 98506

### **Pullman**

Wheatland Shopping Center  
1646 S. Grand Avenue  
Pullman, WA 99163

### **Puyallup**

702 South Hill Park Drive, Suite 201  
Puyallup, WA 98373

### **Renton**

1000 Oakesdale Avenue SW  
Renton, WA 98055

### **Richland**

104 Columbia Point Drive  
Richland, WA 99352

### **Seattle - Dexter**

133 Dexter Avenue N  
Seattle, WA 98109

### **Seattle - Northgate**

2111 N. Northgate Way, Suite 100  
Seattle, WA 98133

### **Silverdale**

3505 NW Anderson Hill Road  
Silverdale, WA 98383

### **Spokane - Northpointe**

9717 N. Nevada  
Spokane, WA 99218

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## List of Dental Offices

ODSDENTMC 4-1-2008 (OEA)

**Spokane – South Hill**

Fidelity Associates Building  
501 S. Bernard, Suite 203  
Spokane, WA 99204

**Tumwater**

6120 Capital Boulevard S  
Tumwater, WA 98501

**Vancouver - East**

1201 SE Tech Center Drive, Suite 150  
Vancouver, WA 98683

**Vancouver - Hazel Dell**

910 NE 82<sup>nd</sup> Street  
Vancouver, WA 98665

**Vancouver – Mill Plain**

9609 Mill Plain Boulevard  
Vancouver, WA 98664

**Wenatchee**

Mission Plaza Professional Center  
317 N. Mission Street, Suite 200  
Wenatchee, WA 98801

**West Tacoma**

Sixth Avenue Plaza Shopping Center  
5401 Sixth Avenue  
Tacoma, WA 98406

**Yakima**

1200 Chesterley Drive, Suite 230  
Yakima, WA 98908



## **Idaho Office Locations**

### **Boise**

8950 W. Emerald Street, Suite 108  
Boise, ID 83704

### **Coeur d'Alene**

943 W. Ironwood Drive  
Coeur d'Alene, ID 83814

### **Idaho Falls**

3411 Merlin Drive  
Idaho Falls, ID 83404

### **Meridian**

Meridian Midvalley Professional Building  
2365 Gala Street, Suite 1  
Meridian, ID 83642

### **Nampa**

222 W. Iowa Avenue, Suite 200  
Nampa, ID 83686

### **Pocatello**

1525 Baldy Avenue  
Pocatello, ID 83201

### **Twin Falls**

1411 Falls Avenue East  
Twin Falls, ID 83301

# General Plan Information

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1. **Plan Name:**  
OEA Choice Trust
  
2. **Plan Sponsor:**  
Oregon Education Association  
6900 SW Atlanta Street, Building 1  
Tigard, Oregon 97223  
503-620-3822
  
3. **Employer Identification Number:** 93-0763726
  
4. **Agent for Legal Process:** The plan sponsor named above.
  
5. **Plan Number:** 501
  
6. **Type of Plan:** Employee Dental Benefit Plan.
  
7. **Policy Year (Contract Year):** October 1st through September 30th.
  
8. **Plan Administrator:**  
OEA Choice Trust  
6900 SW Atlanta Street, Building 2  
Tigard, Oregon 97223  
503-620-3822
  
9. **Funding Medium and Type of Plan Administration:** This Plan is fully insured. Benefits are provided under a group insurance contract entered into between OEA Choice Trust and ODS. Claims for benefits are sent to ODS. ODS, not OEA Choice Trust, is responsible for paying claims.  
  
The Plan is funded by employer and/or employee contributions. The amount of total contributions is determined from time to time by the use of sound actuarial and underwriting methods. The portion an employee pays toward the total contribution is determined by the employer, or Collective Bargaining Unit.
  
10. **Provider of Benefits:** Benefits are provided in accordance with a Policy of Insurance between ODS and OEA Choice Trust.

11. **Named Fiduciary:** Oregon Education Association.
12. Participants and beneficiaries may receive from the Plan Administrator, upon written request, information as to whether a particular employer or employee organization is a sponsor of the plan, and if the employer or employee organization is a plan sponsor, the plan sponsor's address.
13. This plan is maintained pursuant to one or more collective bargaining agreements and a copy of the agreement(s) may be obtained by participants and beneficiaries upon written request to the plan administrator, and is available for examination by participants and beneficiaries, as required by DOL Regulation § 2520.104b-1 and 2520.104b-30.

This information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). This Member Handbook is the Summary Plan Description.

In furnishing this information, ODS is acting on behalf of your Plan Administrator who remains responsible for complying with the ERISA reporting rules and regulations.

# Definitions

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For the purpose of this Policy, the following definitions shall apply:

**Adverse Benefit Determination** means any of the following: a denial, reduction, or termination of, or a failure to provide or make a payment (in whole or in part) for a benefit including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a participant's or beneficiary's eligibility to participate in a plan, 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 medically necessary or appropriate.

**Benefits** mean those dental services which are available under the terms of this policy.

**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. Abutment crowns (crowns placed on adjacent teeth) are considered part of the bridge.

**Co-pay and Co-payment** means the amount you must pay for a covered service listed in the Enrollee Co-payment Schedule. Other than service charges, this is the only amount you must pay Willamette Dental Group for a covered service.

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

**Dentally Necessary** means services and supplies that, as determined by Willamette Dental Group:

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

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

**Please note:**

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

**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.

**Eligible Dependent** means any of the dependents of an employee who are eligible for benefits in accordance with the conditions of eligibility outlined in this Policy.

**Eligible Employee** means any employee who meets the conditions of eligibility outlined in this Policy.

**Eligible Person** means any employee or dependent who meets the conditions of eligibility outlined in this Policy.

**Enrolled Employee** means an employee for whom the Policyholder has made contributions to provide dental benefits.

**Enrollee** means an employee, dependent of the employee or an individual otherwise eligible for this Policy who has enrolled for coverage under the terms of this Policy.

**Enrollment Date** means the date an employee's or dependent's eligibility for benefits becomes effective under the terms of this Policy.

**Group Eligibility Waiting Period** means the period of employment or membership with the Group that a prospective enrollee must complete before coverage begins.

**Group Health Plan** means any plan, fund or program established and maintained by an employer or an employee organization, or both, for the purpose of providing healthcare for its participants or their beneficiaries through insurance, reimbursement or otherwise. This dental Plan is a group health plan.

**Investigational Service or Supply** means a service or supply (including, but not limited to, equipment, drugs, devices, and other items) that is determined by Willamette Dental Group to meet any one of the following:

- Any service or supply classified by Willamette Dental Group as experimental or investigational. Experimental and investigational shall mean services or supplies which are under continued scientific testing and research because they have not yet been proven to show a demonstrable benefit for a particular illness, disease or condition, or to be safe and efficacious.
- Any service or supply that is on an investigational protocol, unless approved in writing in advance by Willamette Dental Group.

**Mental Incapacity**, for the purposes of this Policy, means intellectual competence usually characterized by an IQ of less than 70.

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

**Outside Dentist or Specialist** means a licensed dentist who is not employed by or under contract with Willamette Dental Group.

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

**Physical Incapacity**, for the purposes of this Policy, means the inability to pursue an occupation or education because of a physical impairment.

**Policy** means this member handbook and the Group Policy between ODS and the Policyholder including the application of the Policyholder for this Group Policy and the attached exhibits, appendices, amendments, endorsements and riders, if any. This Policy constitutes the entire Policy between the parties.

**Policyholder** means the Group or employer for whose members or employees dental benefits are being provided.

**Policy Year** means the 12-month period commencing on the effective date and each 12-month period thereafter.

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

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

**Reasonable Cash Value** means the total fee for each service or supply that Willamette Dental Group files with ODS.

**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.

**Service Charge** means a charge for a late cancellation of an appointment, for failing to keep or cancel an appointment, a delinquent account charge, and/or non-covered benefit fees.

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

**Willamette Dental Dentist** means a licensed dentist who is employed by or is under contract with Willamette Dental Group or any of its affiliates to provide dental services.

**Willamette Dental Group** is the exclusive provider that provides dental care to you and your enrolled dependents.

# Eligibility

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This section describes who is eligible to enroll in the Plan. Please be aware that the date you become eligible may be different than the date coverage begins. See "When Coverage Begins" for more specific information. This is located in the "Enrollment" section beginning on page 19.

## EMPLOYEES

You are eligible to enroll in the Plan if you:

- are a permanent documented employee, sole proprietor, owner, business partner or corporate officer of the Group;
- are not a seasonal, substitute, or temporary employee, or an agent, consultant or independent contractor;
- are paid on a regular basis through the payroll system, have federal taxes deducted from such pay, and are reported to Social Security;
- work the minimum of hours required by your Collective Bargaining Agreement;
- satisfy any eligibility waiting period; and
- apply to and are accepted by OEA Choice Trust and ODS to be included in this Plan.

You are eligible to remain enrolled if you are on an approved leave of absence under the Family and Medical Leave Act of 1993.

## DEPENDENTS

Your legal spouse or Partner is eligible for insurance. Your domestic partner is eligible for coverage if he or she complies with the Domestic Partner Affidavit provided by your employer. Your dependent children are eligible until their 26th birthday, if they are not married or registered under the Oregon Family Fairness Act, are dependent on you for full or partial support, or if a court or administrative order requires you to provide health coverage. (See Loss of Eligibility By Dependent on page 20 for the date coverage will end.)

**Please note:**

**Some school districts may not offer domestic partner coverage or may offer same gender only coverage. Check with your school district's group administrator to determine if domestic partner coverage is available.**

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

- Your natural child;
- Your spouse's, Partner's or domestic partner's child, foster or adopted child;
- Children placed for adoption with you. You will need to provide adoption paperwork;
- Children of a covered dependent child, until the dependent child is no longer eligible under the plan; and
- Children related to you by blood or marriage for whom you are the legal guardian. You will need to provide a court order showing legal guardianship.

If you have a child who has sustained a disability rendering him/her physically or mentally incapable of self-support, that child 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 you for support. The incapacity must have arisen before the child's 26th birthday. You must provide us with a written physician's statement that confirms that these conditions existed continuously prior to the child's 26th birthday. Documentation of the child's medical condition must be reviewed and approved by the ODS medical consultant. Periodic review by the medical consultant will also be required on an ongoing basis.

Dependents on full-time duty in the active military service of the United States are *not* eligible. This includes members of the Reserve Components serving on active duty or full-time training duty.

### **Qualified Medical Child Support Order (QMCSO)**

This Plan will cover individuals deemed to be alternative recipients under a qualified medical child support order (QMCSO). A QMCSO is a court judgment, decree, or order, or a state administrative order that has the force and effect of law, that is typically issued as part of a divorce or as part of a state child support order proceeding, and that requires health plan coverage for an alternative recipient. An alternative recipient is a child of a participant who is recognized under a medical child support order as having a right to enrollment under a group health plan with respect to such participant.

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

The Plan has detailed procedures for determining whether an order qualifies as a QMCSO. You may obtain a copy of such procedures from the Plan Administrator without charge.

## NEW DEPENDENTS

If you marry while you are covered under this Plan, your spouse and his or her children are eligible to enroll as of the date of the marriage. A complete and signed application along with a valid marriage certificate must be submitted within 31 days of the date of the marriage. (See “When Coverage Begins.”) All dependents must meet eligibility requirements.

If you register a Declaration of Domestic Partnership under the Oregon Family Fairness Act while you are enrolled under this Plan, your Partner and his or her children are eligible to enroll as of the date the Declaration of Domestic Partnership is registered. A complete and signed application along with a valid Certificate of Registered Domestic Partnership must be submitted within 31 days of the date the Declaration of Domestic Partnership is registered. (See “When Coverage Begins.”) All dependents must meet eligibility requirements.

If you file an Affidavit of Domestic Partnership with your employer, your domestic partner and his or her children are eligible to enroll as of the date the Affidavit of Domestic Partnership is filed. A complete and signed application along with a copy of the Affidavit of Domestic Partnership must be submitted within 31 days of the date the Affidavit of Domestic Partnership is filed.

Your newborn child or your covered dependent's newborn child will automatically be insured for 31 days after birth. To continue coverage, the covered employee must submit a complete and signed application within those 31 days listing the new child as a dependent. If we do not receive the application, coverage for the child will end 31 days following birth.

Adopted children are automatically covered for the first 31 days from the date of the adoption decree. If a child is placed with you pending the completion of adoption proceedings, that child will be covered for the first 31 days from the date of placement. To extend coverage beyond the first 31 days, the covered employee must submit a complete and signed application along with the placement or adoption paperwork within those 31 days listing the child as a dependent.

Placement for adoption means you have assumed and retained a legal obligation for full or partial support of the child in anticipation of adoption.

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

## **RETIREMENT**

### **Employee Eligibility**

Those employees eligible for full early retirement under ORS 243.303 and the eligibility rules of the Oregon Public Employees Retirement System (PERS), will be allowed to continue their OEA CHOICE Trust Dental Plan coverage after retirement as long as they apply within 60 days of retirement. Coverage may continue provided the member has been participating in the program for a minimum period of **24 consecutive months** immediately prior to their retirement. An exception is made for those retirees whose employer has been with the OEA CHOICE Trust program less than 24 months.) Benefits and coverage will be the same as for active employees.

### **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 does not enroll at the time of retirement, they lose their "Special Enrollment" rights and may not re-enroll in the plan. New eligible dependents acquired after an employee's retirement must be enrolled within 31 days of first becoming eligible to receive coverage, or they will not be able to enroll in the future.

### **When Retiree Eligibility Ends**

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

- Dies;
- Reaches age 65;
- Voluntarily terminates enrollment for him or herself and all enrolled dependents;
- Or, on the first of the month during which the retiree becomes eligible for Medicare.

A retiree and his or her spouse who voluntarily terminate coverage may not re-enroll.

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

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

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

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

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

# Enrollment

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This section explains how to enroll in the Plan.

## **WHEN YOU FIRST BECOME ELIGIBLE**

You must file a complete and signed application for yourself and any dependents you want covered within 31 days of when you become eligible to apply for coverage. Employees become eligible to apply on the date of hire or the end of any required waiting period. File the application with your employer's payroll or personnel office.

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.

You must notify your District whenever you change your address.

## **SPECIAL ENROLLMENT**

### **A. Loss of Other Coverage**

If you decline coverage for yourself or your dependent(s) when initially eligible because of other dental coverage, you may enroll yourself or your dependent(s) in this Plan outside of the open enrollment period, but only if you satisfy the following criteria:

- You or your dependent(s) were covered under a group dental plan or had dental coverage at the time coverage was previously offered to the you;
- You stated in writing at such time that coverage under a group dental plan or dental coverage was the reason enrollment was declined;
- Previous coverage for you or your dependent(s) ended;
- You request such enrollment not later than 31 days after the previous coverage ended.

The following individuals may enroll during the special enrollment period:

- You, the current employee, who lose other coverage;
- Your enrolled dependent who loses coverage under the other plan;
- You, the current employee, and your dependent if neither is enrolled under the Plan, and either loses coverage under the other plan.

To enroll yourself or your dependent you will need to submit a complete and signed application.

### **B. Enrolling New Dependents**

You may obtain coverage for newly acquired or newly eligible dependents by submitting a complete and signed application within 31 days of their eligibility. To enroll your new dependent you will need to submit a complete and signed application and, when applicable, a marriage certificate, a copy of the registered Declaration of Domestic Partnership, a copy of the filed Affidavit of Domestic Partnership, or adoption or placement for adoption paperwork. To continue coverage for newborn children, you must submit a complete and signed dependent application before the child is 31 days old. To continue insurance for an adopted child or a child placed for adoption, you must submit a complete and signed dependent application within 31 days of adoption or placement.

You must notify us if family members are added or dropped from coverage, even if it does not affect your premium.

### **OPEN ENROLLMENT**

If you do not enroll yourself and/or your eligible dependents within 31 days of first becoming eligible, you will be considered a “late enrollee” and must wait for the next Open Enrollment period to enroll. Open Enrollment occurs once a year at renewal.

### **WHEN COVERAGE BEGINS**

Coverage begins for you and any enrolled dependents on the first day of the month following your 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 you are enrolled under a Collective Bargaining Agreement which states otherwise. The necessary premiums for your coverage must also be paid for insurance to become effective.

If you apply for coverage as a late enrollee, coverage will begin for you and/or your dependents on the date we specify with the acceptance of your application. All other plan provisions will apply.

## **WHEN COVERAGE ENDS**

### **A. Termination By Enrolled Employee**

You may terminate your coverage, or coverage for any enrolled dependent, by giving us written notice through the Group. Coverage will end on the last day of the month through which premiums are paid. If you terminate your own coverage, coverage for your dependents also ends at the same time.

### **B. Death**

If you die, coverage for your enrolled dependents ends on the last day of the month in which your death occurs. Note that your enrolled dependents may extend their coverage for up to 3 years if the requirements for continuation of coverage are met (see page 36 for details). The Group must notify us of any continuation of coverage, and appropriate premiums must be paid along with the Group's regular monthly payment.

### **C. Loss of Eligibility**

If your employment terminates, your coverage will end for you and all enrolled dependents on the last day of the month in which termination occurs, unless you choose to continue coverage as provided under this Policy (see page 30).

### **D. Termination By Willamette Dental Group**

Coverage for you and your dependents may terminate if Willamette Dental Group has documented good cause for termination, such as an inability to establish or maintain a patient/provider relationship between you or your dependent and a Willamette Dental Dentist at locations reasonably accessible to you. Coverage will end on the last day of the month following a 30-day written notice from Willamette Dental Group. If your coverage is terminated, coverage for your dependents also ends at the same time.

### **E. Loss Of Eligibility By Dependent**

An enrolled child will lose eligibility when he or she marries, registers a Declaration of Domestic Partnership under the Oregon Family Fairness Act, reaches age 26, is no longer dependent on the enrolled employee, or when the enrolled employee is no longer legally required to provide coverage for the child. Coverage will end on the last day of the month in which the child's eligibility ends, unless the child continues coverage as provided under this Plan (see page 30).

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), unless the divorced spouse continues coverage as provided under this Plan (see page 30).

Coverage ends for a Partner on the last day of the month in which a judgment of dissolution or annulment of the domestic partnership has been entered, unless the former Partner continues coverage as provided under this Plan (see page 30).

Insurance ends for a domestic partner on the last day of the month in which the domestic partnership no longer meets the requirements of the Affidavit of Domestic Partnership filed with the Group.

#### **F. Rescission by Insurer**

We may rescind your coverage, and/or the coverage of your enrolled dependents, back to your effective date, or deny claims at any time for fraud, material misrepresentation, or concealment by you or your enrolled dependents. As used herein, fraud, material misrepresentation, or concealment may include, but is not limited to, enrolling ineligible individuals on the Plan, falsifying or withholding documentation or information that is the basis for eligibility or employment, and falsification or alteration of claims. We reserve the right to retain premium paid by you as liquidated damages, and you shall be responsible for the full balance of any benefits paid. Should we terminate coverage under this section, we may, to the extent permitted by law, deny future enrollment of you and your dependents under any Oregon Dental Service policy or contract or the contract of any of our affiliates.

**Important Note: The following sections on Family and Medical Leave and Leave of Absence may apply to you. Please check with your Group's benefits manager to find out whether you qualify for this coverage.**

#### **G. Family and Medical Leave**

If the Group grants you a leave of absence under the Family and Medical Leave Act of 1993 (FMLA), the following rules will apply:

- You and your enrolled dependents will remain eligible for coverage during your FMLA leave.
- If you and/or your enrolled dependents elect not to remain enrolled during FMLA leave, you (and/or your enrolled dependents) will be eligible to re-enroll in the Plan on the date you return from leave. To re-enroll, you must submit a complete and signed application within 60 days of your return to work. All of the terms and conditions of the policy will resume at the time of re-enrollment as if there had been no lapse in coverage. You will not have to re-serve any group eligibility waiting period under the Plan.

- Your rights under FMLA will be governed by that statute and its regulations.

#### **H. Leave of Absence**

If you are granted a non-FMLA leave of absence by the Group, you 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.

A leave of absence is a period off work granted by your employer at your request during which you are still considered to be employed and are carried on the employment records of the Group. A leave can be granted for any reason acceptable to the Group, including disability and maternity.

#### **I. Other**

See "Continuation of Dental Coverage" section starting on page 30.

# Benefits and Limitations

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Your dental care program covers services when performed by Willamette Dental Group (including licensed dentist, certified denturist or registered hygienist). For details on specific services covered, see Appendix A on page 57. Some procedures require a co-payment amount, and you must pay this amount directly to Willamette Dental Group. See Appendix A for details. If you obtain dental services from an outside dentist, no benefits are payable and you will be responsible for the expenses incurred. (See the exceptions under Referred Dental Care and Out-of-Area Emergencies.)

Before visiting Willamette Dental Group, call 503-952-2100 to make an appointment. If you need to change a scheduled appointment, call 503-952-2100 for cancellation and re-schedule for another day. There is a missed appointment fee if the appointment is canceled with less than 24 hours notice.

## **I. Enrollee Co-payment Schedule**

Please refer to Appendix A on page 57 for details on covered services and co-payments.

## **II. Benefits and Limitations**

### **A. Teeth Cleaning**

Teeth cleaning frequency is determined at your first visit with Willamette Dental Group. Your Willamette Dental Dentist will make this determination based on what is Dentally Necessary. For example, if you have gum disease, you may be scheduled for a cleaning every 3 months; however, if you have healthy teeth and gums, you may only need a teeth cleaning once every 12 months. Frequency of other services is also determined by your Willamette Dental Dentist.

## **III. Extension of Benefits**

Dental benefits will be extended to cover the following services and supplies if your coverage ends for any reason other than you fail to pay the required premium or this Policy is amended or terminated.

### **A. Crowns and Bridges**

When the final impressions are taken prior to termination and the crown or bridge is seated within 60 days after termination, adjustments will be covered up to 6 months after seating.

## **B. Removable Prosthetic Devices**

When final impressions are taken prior to termination and the prosthesis is delivered within 60 days after termination, adjustments will be covered up to 6 months after seating. Laboratory relines will not be covered after termination.

## **C. Immediate Dentures**

When final impressions are taken prior to termination and the dentures are delivered within 60 days after termination. However, if coverage for you or your dependent terminates prior to the actual extraction of teeth, the extractions will not be covered.

## **D. Root Canal Therapy and Root Canal Retreatment**

When the root canal is started prior to termination and treatment is completed within 60 days after termination. A pulpotomy is considered definitive treatment and is not considered a root canal start. If the root canal fails after 60 days from the date of treatment and coverage has terminated, retreatment will not be covered. Restorative work is a separate procedure and is not covered after termination.

## **E. Extractions**

Post-operative visit for extractions performed prior to termination will be covered for 60 days from the date of the extraction. Extractions are considered a separate procedure from prosthetic procedures. If you or your dependent have teeth extracted in preparation for a prosthetic device, but coverage terminates prior to the final impressions, the prosthetic device will not be covered.

## **IV. Hospital and Other Facility Care**

Services may be provided in a hospital or other facility only when the following requirements are met:

- A hospital setting must be medically necessary; and
- The services must be authorized, in writing, in advance by Willamette Dental Group.

Hospital facility charges are not a covered benefit.

## **V. Referred Dental Care**

If Willamette Dental Group refers to you to an outside specialist to obtain services that are covered under this Plan, you are only responsible to pay the enrollee co-payments as shown on page 23 and any applicable service charges.

However, this Plan does not cover treatment that is not authorized by your Willamette Dental Dentist. You are responsible for any additional charges by the outside dental specialist for procedures other than those specifically authorized by your Willamette Dental Dentist.

## **VI. Emergencies**

If there is an emergency, call 503-952-2100 to schedule an emergency appointment. You are only responsible for the standard office visit co-payment if you receive your emergency services within Willamette Dental Group's office hours. For after-hours emergencies, you are subject to a separate after-hour emergency care co-payment.

Office hours at Willamette Dental Group are 7:00 a.m. to 8:00 p.m. Monday through Thursday, 7:00 a.m. to 6:00 p.m. Friday and 7:00 a.m. to 4:00 p.m. Saturday, (excluding all nationally recognized holidays). After-hours are all other hours and days in a calendar week.

## **VII. Out-of-Area Emergencies**

If you are not able to get to Willamette Dental Group because you are traveling at least 50 miles from a Willamette Dental Group office, you may go to any licensed dentist to obtain emergency treatment, relief from pain, bleeding, or swelling. The maximum amount of reimbursement is \$100 less any applicable co-payments and service charges. In no event will the differential between cost-sharing amounts for you or your dependent exceed \$50 for dental emergency services provided by an outside dentist and a Willamette Dental Dentist. Claims by an outside dentist must be paid in full by the enrollee and then be sent to Willamette Dental Group at the following address for reimbursement.

Willamette Dental Group  
Attention: Administrative Application Specialist  
6950 NE Campus Way  
Hillsboro, OR, 97124

If a claim form is submitted, it must be completely filled out and signed by you and the outside dentist. An itemized statement from the outside dentist must also be included. Willamette Dental Group has the right to request additional information from the outside dentist needed to process the claim. No reimbursement will be provided unless the requested information is received. All claims must be submitted within 6 months of the date of service.

For after-hours emergencies, you are also subject to a separate after-hour emergency care co-payment.

## **Orthodontic Benefit**

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Orthodontic services are a benefit for you and your enrolled dependents.

See Appendix B (see page 64) for details regarding your orthodontic benefits.

# Exclusions

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The following services and supplies are not covered:

1. General anesthesia, including moderate or deep sedation, unless it is determined at the sole discretion of the Willamette Dental Dentist to be medically necessary. Under no circumstances will general anesthesia, including moderate or deep sedation, be provided for comfort or due to psychological disorders.
2. Any condition resulting from military service or declared or undeclared war.
3. Any injuries sustained while practicing for or competing in a professional or semiprofessional athletic contest. Semiprofessional athletics means an athletic activity for gain or pay that requires an unusually high level of skill and substantial time commitment from the participants, who are nevertheless not engaged in the activity as a full-time occupation.
4. Bleaching of a tooth.
5. Cast dowel posts.
6. Endodontics, bridges, crowns or other services or prosthetic devices requiring multiple treatment dates or fittings if treatment was started or ordered prior to your effective date under this Plan or if the item was installed or delivered more than 60 days after your coverage has terminated. Root canal treatment will be covered if the tooth canal was opened prior to termination and treatment is completed within 60 days after termination.
7. Charges by any person other than a licensed dentist, licensed denturist, or licensed hygienist.
8. Charges that would not have been made or that you would have had no obligation to pay in the absence of coverage under this Policy.
9. Charges incurred to comply with Occupational Safety and Health Administration (OSHA) requirements.
10. Full-mouth reconstruction.

11. Orthognathic surgery.
12. Cosmetic dentistry or surgery (not including orthodontia).
13. Habit breaking or stress-breaking appliances.
14. Dental implants or implant supported prosthetics.
15. Excision of a tumor; biopsy of soft or hard tissue; removal of a cyst or exostosis.
16. Dental services started prior to the date the enrollee became eligible for services under this Plan.
17. Services or supplies provided to correct congenital or developmental malformations including, but not limited to, cleft palate, maxillary and/or mandibular (upper and lower jaw) malformations, enamel hypolasis, ectodental displasia, and fluorosis (discoloration of teeth).
18. Services for temporomandibular joint disorders.
19. Extraction of permanent teeth for tooth guidance procedures; procedures for tooth movement, regardless of purpose; correction of malocclusion; preventive orthodontic procedures or other orthodontic treatment, unless specifically provided in a rider under this Plan.
20. Investigational services or supplies.
21. Materials not approved by the American Dental Association.
22. Occupational injury or disease (including any arising out of self-employment).
23. Personalized restoration, precision attachments, and special techniques.
24. Prescription drugs, medications or supplies.
25. Repair or replacement of lost, stolen or broken items.
26. Replacements of an existing denture, crown, or bridge less than 5 years after the date of the most recent placement.
27. Replacement of sound restorations.

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**Exclusions**

ODSDENTMC 4-1-2008 (OEA)

28. Veneers; composite surfaces on posterior teeth.
29. Services to the extent that they are not necessary for treatment of a dental injury or disease or are not recommended and approved by the licensed dentist who is treating you.
30. To the extent that coverage is available under any federal, state or governmental program if application is duly made, except where required by law such as cases of emergency or for coverage provided by Medicaid.
31. Intentionally self-inflicted injuries. The fact that an enrollee may be under the influence of any chemical substance shall not be considered as a limitation on the ability to form the intent specified in this section.
32. Occlusal guards.
33. Services for accidental injury to natural teeth that are provided more than 12 months after the date of the accident.
34. Splints, nightguards, and other appliances used to increase vertical dimension and restore bite.
35. Hospital or other facility care for dental procedures, including physician services for hospital treatment. See page 24 for exceptions.
36. The Plan does not cover:
  - Services that are not established as necessary for the treatment or prevention of a dental injury or disease otherwise covered under this Plan;
  - Services that are inappropriate with regard to standards of good dental practice;
  - Services with poor prognosis.
37. Services or supplies that are not listed as covered under this Plan.

# Continuation of Dental Coverage

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## INDIVIDUAL DENTAL EXCHANGE PROGRAM

When you lose coverage there is an individual dental plan available to Enrollees who have been covered under an employer sponsored dental plan for 12 continuous months prior to their termination date. You must be an Oregon resident to enroll and maintain eligibility for this coverage. The Individual Dental Exchange Program is an individual plan and the benefits are not the same as those you have received under your employer's group dental plan. You may enroll in this plan regardless of any other continuation coverage that may be available through your employer.

### IMPORTANT NOTICE

The following section on Continuation Coverage (COBRA) may apply to you. Please check with your employer's Human Resource Department to find out whether you qualify for this coverage. Both you and your dependents should read this notice carefully.

## OREGON CONTINUATION COVERAGE FOR SPOUSES AND PARTNERS AGE 55 AND OVER

### A. Introduction

ORS 743.600 to 743.602 are state regulations requiring certain group dental insurance policies to offer enrolled spouses and Partners the opportunity to request a temporary extension of dental insurance coverage for themselves and their dependents if coverage is lost due to a specific event identified in the statutes ("55+ Oregon Continuation").

55+ Oregon Continuation only applies to employers with 20 or more employees. ODS will provide 55+ Oregon Continuation coverage to those eligible dependents who elect coverage under ORS 743.600 to 743.602, subject to the following conditions:

- ODS will offer no greater rights than ORS 743.600 to 743.602 requires;
  - ODS will not provide 55+ Oregon Continuation coverage for dependents who do not comply with the notice, election, or other requirements outlined below;
- and

- As the Plan Administrator, the Group is responsible for providing the required notices within the statutory time periods, including the notice of death and the election notice. If the Group fails to notify the eligible spouse or Partner, premiums shall be waived from the date the notice was required until the date notice is received by the spouse or Partner. The Group shall be responsible for such premiums.

### **B. Eligibility Requirements For 55+ Oregon Continuation Coverage**

If you are the spouse or Partner of the employee, you may elect 55+ Oregon Continuation coverage for yourself and your enrolled dependents if you meet the following requirements:

- You lose coverage because of the death of the employee, dissolution of marriage or domestic partnership with the employee, or legal separation from the employee;
- You are 55 years of age or older at the time of such event; and
- You are not eligible for Medicare.

### **C. Notice And Election Requirements For 55+ Oregon Continuation Coverage**

**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 a legally separated or former Partner, eligible for 55+ Oregon Continuation who seeks such coverage shall give the Plan Administrator written notice of the legal separation or dissolution. The notice shall include the mailing address of the legally separated or divorced spouse or a legally separated or former Partner seeking coverage.

**Notice of Death.** Within 30 days of the death of the employee whose surviving spouse or Partner is eligible for 55+ Oregon Continuation, the Group shall give the Plan Administrator written notice of the death and the mailing address of the surviving spouse or Partner.

**Election Notice.** Within 14 days of receipt of the above notice, the Plan Administrator shall provide notice to the surviving, legally separated or divorced spouse or the surviving, legally separated or former Partner, that coverage can be continued, along with an election form. If the Plan Administrator fails to notify the surviving, legally separated or divorced spouse, or the surviving, legally separated or former Partner, within the required 14 days, premiums shall be waived until the date notice is received.

**Election.** The surviving, legally separated or divorced spouse, or the surviving, legally separated or former Partner, must return the election form within 60 days after the Plan Administrator mails it. Failure to exercise this election within 60 days of the notification shall terminate the right to continued benefits under this section.

#### **D. Premiums For 55+ Oregon Continuation Coverage**

The monthly premiums for 55+ Oregon Continuation are limited to 102% of the premiums paid by a current employee. The first premiums shall be paid by the surviving, legally separated or divorced spouse, or the surviving, legally separated or former Partner, to the Plan Administrator within 45 days of the date of election. All remaining monthly premiums must be paid within 30 days of the premium due date.

#### **E. When 55+ Oregon Continuation Coverage Ends**

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

- The failure to pay premiums when due, including any grace period allowed by the Policy;
- The date that the Plan terminates, unless a different group policy is made available to enrollees;
- The date on which the surviving, legally separated or divorced spouse, or the surviving, legally separated or former Partner, becomes insured under any other group dental plan;
- The date on which the surviving, legally separated or divorced spouse, or the surviving, legally separated or former Partner, remarries or registers another domestic partnership under the Oregon Family Fairness Act and becomes covered under another group dental plan; or
- The date on which the surviving, legally separated or divorced spouse, or the surviving, legally separated or former Partner, becomes eligible for Medicare.

### **COBRA CONTINUATION COVERAGE**

#### **A. Introduction**

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) is a federal law requiring most employer-sponsored group health plans to offer qualified beneficiaries the opportunity to elect a temporary extension of health insurance coverage if coverage is lost due to a qualifying event. For purposes of this section, a qualified beneficiary is someone who is covered under the Plan the day before a qualifying event, and can include the covered employee (or retired employee), the covered employee's spouse, and the dependent children of the covered employee. Specific qualifying events are listed below.

COBRA only applies to employers with 20 or more employees on 50% of the typical business days in the prior calendar year. ODS will provide COBRA continuation coverage to those qualified beneficiaries who elect coverage under COBRA, subject to the following conditions:

- ODS will offer no greater COBRA rights than the COBRA statute requires;
- ODS will not provide COBRA coverage for those qualified beneficiaries who do not comply with the notice, election, or other requirements outlined below; and
- ODS will not provide COBRA coverage if the Group or Plan Administrator fails to provide the required COBRA notices within the statutory time periods, including the initial notice, the election notice, and notice of a qualifying event, or if the Group or Plan Administrator otherwise fails to comply with any of the requirements outlined below.

## **B. Qualifying Events**

**Employee** As an employee covered by this Plan, you may elect continuation coverage if you lose coverage because of termination of employment (other than termination for gross misconduct on your part, which may include, but is not limited to, misrepresenting immigration status to obtain employment), a reduction in hours, or, if you are a retiree, your employer files for reorganization under Chapter 11 of the bankruptcy code.

**Spouse** If you are the spouse of an employee (or of a retiree qualifying under the last bullet below) covered by the Plan, you have the right to choose continuation coverage for yourself if you lose coverage for any of the following six qualifying events:

- The death of your spouse or domestic partner;
- The termination of your spouse's or domestic partner's employment (for reasons other than gross misconduct) or reduction in your spouse's or domestic partner's hours of employment with the Policyholder;
- Divorce or legal separation from your spouse;
- Your spouse or domestic partner becomes entitled to Medicare; or
- Your spouse's or domestic partner employer files for Chapter 11 reorganization.

(Also, if an employee 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 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 dependent child of an employee (or of a retiree qualifying under the last bullet below) covered by the Plan, has the right to continuation coverage if coverage is lost for any of the following six qualifying events:

- The death of the employee parent;
- The termination of the employee parent's employment (for reasons other than gross misconduct) or reduction in an employee parent's hours of employment with the Policyholder;
- Parents' divorce, legal separation, dissolution or annulment of domestic partnership under the Oregon Family Fairness Act, or domestic partnership no longer meeting the requirements of the Affidavit of Domestic Partnership;
- Employee parent becomes entitled to Medicare;
- The dependent ceases to be a "dependent child" under the Plan; or
- The employee parent's employer files for Chapter 11 reorganization.

**Domestic Partner.** A Partner or domestic partner, who at the time of the qualifying event was covered under the Plan, can elect COBRA continuation coverage. Under this Plan, the Partner or domestic partner would have the same rights to COBRA continuation coverage as a spouse does, unless otherwise stated. Where this section refers to divorce or legal separation, dissolution or annulment of domestic partnership under the Oregon Family Fairness Act would apply for Partners and domestic partnership no longer meeting the requirements of the Affidavit of Domestic Partnership would apply for domestic partners.

### **C. Other Coverage**

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

### **D. Notice Requirements**

**Qualifying Event Notice.** The Plan provides that your family 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), termination of domestic partnership (domestic partner's coverage is lost), or a child loses dependent status under the Plan (child loses coverage). Under COBRA, the employee or a family member has the responsibility to notify the Plan Administrator if one of these events occurs by

mailing or hand-delivering a written notice to the Plan Administrator. The notice must include the following: 1) the name of the employer for the plan; 2) the name and social security number of the enrollee(s); 3) the affected beneficiary(ies); 4) the event (e.g. divorce); and 5) the date the event occurred. Notice must be given no later than 60 days after the loss of coverage under the Plan. When the Plan Administrator receives timely notice, you, your spouse or domestic partner, and/or dependent child will be notified of your right to continuation coverage within 14 days after the Plan Administrator receives the notice. If notice of the event is not timely given, continuation coverage will not be available.

**Election Notice.** When the Plan Administrator receives a timely Qualifying Event Notice, you, your spouse, and/or dependent child will be notified of your right to continuation coverage within 14 days after the Plan Administrator receives the notice.

Otherwise, you, your spouse and dependent children will be notified by the Plan 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 employee's termination of employment (other than for gross misconduct), reduction in hours, death of the employee, or the employee's becoming entitled to Medicare.

**Election.** You or your family member must elect continuation coverage within 60 days after Plan coverage ends, or, if later, 60 days after the Plan Administrator sends you or your family member notice of the right to elect continuation coverage. If continuation coverage (discussed below) is not elected, your, your spouse's and your dependent's group dental insurance coverage will end.

An enrolled employee 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 employee does not.

## **E. COBRA Premiums**

If you are eligible for continuation coverage, you do not have to show that you are insurable. However, under the law, you are responsible for all premiums for continuation coverage. Your first payment for continuation coverage is due within 45 days after you provide notice of electing coverage (this is the date your election notice is postmarked, if mailed, or the date your election notice is received by the Plan Administrator if hand delivered). This payment must include the amount necessary to cover all months that have ended between the date regular coverage ended and the payment date. Subsequent payments are due on the first day of the

month; however, you will have a grace period of 30 days to pay the premiums. ODS will not bill you for any payments due. If you do not pay the applicable premiums, in good funds, when due, your continuation coverage will end and may not be reinstated. The premium rate may include a 2% add-on to cover administrative expenses.

#### **F. Length Of Continuation Coverage**

If you choose continuation coverage, the Policyholder will provide the same coverage as is available to similarly situated employees or dependents under the Plan.

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

**36-Month Continuation Period.** In the case of losses of coverage due to an employee's death, divorce or legal separation, a dependent child ceasing to be a dependent under the terms of the Plan, or the bankruptcy of the Policyholder (applies to retiree plans only), coverage under the Plan may be continued for up to a total of 36 months.

When the qualifying event is the end of employment (other than for gross misconduct) or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage under the Plan for qualified beneficiaries (other than the employee) 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 covered employee becomes entitled to Medicare within 18 months BEFORE the termination or reduction of hours.

#### **G. Extending The Length Of Cobra Coverage**

If you elect COBRA, an extension of the maximum period of coverage may be available if a qualified beneficiary is disabled or a second qualifying event occurs. You must notify the Plan Administrator of a disability or a second qualifying event in order to extend the period of COBRA coverage. Failure to provide notice of a disability or second qualifying event will eliminate the right to extend the period of COBRA coverage.

**Disability.** If any of the qualified beneficiaries is determined by the Social Security Administration to be disabled, the maximum COBRA coverage period that results from a covered employee'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 61st day after the covered employee'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 qualified beneficiary who has elected COBRA coverage will be entitled to the disability extension if one of them qualifies.

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

- the date of the Social Security Administration's disability determination;
- the date of the covered employee's termination of employment or reduction of hours; and
- the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the covered employee's termination or reduction of hours.

You must provide the Plan Administrator a copy of the Social Security Administration's determination within the 18-month period and not later than 60 days after the Social Security Administration's determination was made. If the notice is not provided to the Plan Administrator during the 60-day notice period and within 18 months after the covered employee's termination of employment or reduction of hours, then there will be no disability extension of COBRA coverage. The premium for COBRA coverage may increase after the 18th month of coverage to 150% of the premium.

If the qualified beneficiary is determined by the Social Security Administration to no longer be disabled, you must notify the Plan 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 dependent 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 covered employee'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 covered employee, divorce

or legal separation from the covered employee, or a dependent child's 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 qualified beneficiary to lose coverage under the Plan if the first qualifying event had not occurred. (This extension is not available under the Plan when a covered employee 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 you notify the Plan Administrator 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 Plan 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 an employee's spouse or Partner age 55 and older who loses coverage due to the employee's death, or due to legal separation or dissolution of marriage or domestic partnership. See page 30 for details.

#### **H. Newborn Or Adopted Child**

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

#### **I. Special Enrollment And Open Enrollment**

Under continuation coverage, qualified beneficiaries have the same rights afforded similarly-situated plan participants who are not enrolled in COBRA. A qualified beneficiary may add newborns, new spouses, Partners or domestic partners, and adopted children (or children placed for adoption) as covered dependents in accordance with the Plan's eligibility and enrollment rules, including HIPAA special enrollment. If non-COBRA participants can change plans at open enrollment, COBRA participants may also change plans at open enrollment.

#### **J. When Continuation Coverage Ends**

This notice shows the maximum period of COBRA coverage available to the qualified beneficiaries. COBRA coverage will automatically terminate before the end of the maximum period if:

- any required premiums are not paid in full on time;
- a qualified beneficiary becomes covered, after electing COBRA, under another group dental plan (but only after any exclusions of that other plan for a preexisting condition of the qualified beneficiary have been exhausted or satisfied);
- a qualified beneficiary becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing COBRA;
- the employer ceases to provide any group dental plan for its employees; or
- during a disability extension period (the disability extension is explained above), the disabled qualified beneficiary is determined by the Social Security Administration to be no longer disabled (COBRA coverage for all qualified beneficiaries, not just the disabled qualified beneficiary, will terminate).

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

If you have any questions about COBRA, please contact the Plan Administrator. Please notify the Plan Administrator if you or your spouse/domestic partner have changed addresses.

#### **K. Trade Act Of 2002**

This COBRA provision applies only to employees who have lost their jobs or had a reduction in hours as a result of import competition or shifts of production to other countries.

**Second Election Period for Certain Trade-Displaced Individuals.** Certain covered employees who did not elect COBRA coverage are entitled to elect COBRA coverage during a special second election period. Covered employees who are eligible to make a COBRA election during this special second election period (Trade Adjustment Assistance (TAA) Eligible Employees) must satisfy each of the following requirements:

- They must be receiving a trade readjustment allowance under the Trade Act of 1974 (or be eligible for such an allowance once unemployment compensation is exhausted) or receiving alternative trade adjustment assistance under the Trade Act of 1974;
- They must have lost group dental plan coverage due to a termination of employment or reduction of hours that resulted in eligibility for a trade readjustment allowance or alternative trade adjustment assistance; and

- They did not elect COBRA during the regular COBRA election period available to them as a result of their termination of employment or reduction of hours.

The special second election period lasts for 60 days or less. It is the 60-day period beginning on the first day of the month in which a TAA Eligible Employee began receiving a trade readjustment allowance (or would have become eligible for such an allowance but for the requirement to exhaust unemployment compensation) or began receiving alternative trade adjustment assistance, but only if the election is made within 6 months after the initial loss of group dental plan coverage that occurred in connection with the TAA Eligible Employee's termination of employment.

**Duration of COBRA Coverage Elected During the Special Second Election Period.** COBRA coverage elected during the special second election period is not retroactive – coverage commences on the day that the special second election period began, and the maximum COBRA coverage period will terminate on the same day that it would have terminated if COBRA coverage had been elected during the regular 60-day election period.

**COBRA Tax Credit.** The Trade Act of 2002 created a new tax credit for certain individuals who become eligible for trade adjustment assistance (eligible individuals). Under the new tax provisions, eligible individuals can either take a tax credit or get advance payment of 65% of premiums paid for qualified dental insurance coverage, including continuation coverage. If you have questions about these new tax provisions, you may call the Health Care Tax Credit Customer Contact Center toll-free at 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282. More information about the Trade Act is also available at [www.doleta.gov/tradeact/2002act\\_index.cfm](http://www.doleta.gov/tradeact/2002act_index.cfm).

## **UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

Coverage will terminate if an employee is called to active duty by any of the armed forces of the United States of America. However, if an employee 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 you pay 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 an employee does not elect continuation coverage under the Uniformed Services Employment and Reemployment Rights Act 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:

- On the first full business day following completion of his or her military service for a leave of 30 days or less;
- Within 14 days of completing military service for a leave of 31 to 180 days; or
- 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 this Plan is reinstated, all plan provisions and limitations will apply to the extent that they would have applied if the employee had not taken military leave and coverage had been continuous under this Plan. There will be no additional eligibility waiting period and the pre-existing condition limitation will be credited as if the employee had been continuously covered under this Plan from the original effective date. (This waiver of limitations does not provide coverage for any illness or injury caused or aggravated by military service, as determined by the VA. For complete information regarding rights under the Uniformed Services Employment and Reemployment Rights Act, contact the Group).

# Claims Administration and Payment

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The following section explains how claims are administered.

## SUBMISSION AND PAYMENT OF CLAIMS

When you see a Willamette Dental Dentist, all of the paperwork takes place at your dentist's office, and you do not need to submit claims.

Claims by an outside dentist must be paid in full by the enrollee and then be sent to Willamette Dental Group at the following address for reimbursement.

Willamette Dental Group  
Attention: Administrative Application Specialist  
6950 NE Campus Way  
Hillsboro, OR 97124

If a claim form is submitted, it must be completely filled out and signed by you and the outside dentist. An itemized statement from the outside dentist must also be included. All claims must be submitted within 6 months of the date of service. Claims submitted by Medicaid must be sent to ODS within 3 years after the date the expense was incurred.

## APPEALS

This section explains how appeals are administered.

If you have questions or concerns regarding a decision, action, or statement by your Willamette Dental Dentist, we encourage you to discuss these questions or concerns with your Willamette Dental Dentist at the time of your appointment. If you remain dissatisfied after discussing your question or concern with your Willamette Dental Dentist, you may submit a First Level Appeal to Willamette Dental Group's Patient Relations Department.

### A. Time Limit for Submitting Appeals

You have **180 days** from the date of an Adverse Benefit Determination to submit an initial written appeal. If an initial written appeal is not submitted within the timeframes outlined in this section, you will lose your rights to the appeal process. If you do not submit your initial written insurance coverage appeal on time, you may lose your right to file suit in court, as you will have failed to exhaust your internal appeal rights, which is generally a prerequisite to bringing suit.

## **B. The Appeal Process**

The Plan has a two-level review process. The first level of review is a First Level Appeal. The second level of review is a Second Level Appeal. You must exhaust these two levels of review before you can exercise your right to file a lawsuit in court under ERISA Section 502(a).

The Plan also provides a third level of review. The Third Level Appeal is voluntary, and you are not required to exhaust this additional level of review before exercising your right to file a lawsuit in court under ERISA Section 502(a).

### **Note:**

The timelines addressed in the paragraphs below do not apply when:

- You do 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.

## **C. First Level Appeals**

You may request a review of an Adverse Benefit Determination. Your request, called a First Level Appeal, must be in writing and sent to the following address: Willamette Dental Group, 6950 NE Campus Way, Hillsboro, OR, 97124. If you need assistance on filing an appeal, contact Willamette Dental Group's Patient Relations Department at 503-952-2000 or toll-free at 1-800-460-7644 to discuss the issue. It may be possible to resolve your situation with a phone call. You may submit written comments, documents, records, and other information relating to your appeal. Upon request, and free of charge, you may have reasonable access to, and copies of, all documents, records, and other information relevant to your request for Benefits. Your appeal will be reviewed by persons not previously involved in your benefit determination.

The investigation of an appeal of an Adverse Benefit Determination will be completed within 30 days of receipt of the appeal.

When an investigation has been completed, you will receive a written notice of the decision on your appeal, including the basis for the decision. If applicable, the written notice will include your right to a Second Level Appeal as well as your right to file a lawsuit in court under ERISA Section 502(a).

#### **D. Second Level Appeals**

If you disagree with the decision regarding your First Level Appeal, you may request an appeal of the decision. Your Second Level Appeal must be sent in writing within 60 days of the date of the action on your First Level Appeal.

Your Second Level Appeal will be reviewed by persons not previously involved in the review of your appeal or benefit determination. You will have the option to submit written comments, documents, records and other information related to your case that was not previously submitted.

We will notify you in writing of the decision within 30 days of receipt of the appeal, including the basis for the decision, and, if applicable, information on your right to file suit under ERISA Section 502(a).

#### **E. Third Level Appeals**

If you disagree with the decision regarding your Second Level Appeal, you may voluntarily request a review of the decision by OEA Choice Trust Board of Trustees. Your Third Level Appeal must be sent in writing within 60 days of the date of action on your Second Level Appeal. The Board will notify you in writing of the decision within 30 days of receipt of the appeal, including the basis for the decision and, if applicable, information on your right to file suit under ERISA Section 502(a).

If you choose to enter into the voluntary level of review described above, the Plan:

1. waives any right to assert that you have failed to exhaust administrative remedies because you did not elect to submit a benefit dispute to the voluntary level of review described above.
2. agrees that any statute of limitations or other defense based on timeliness is tolled during the time that any appeal is pending in the voluntary review process described above.
3. will provide, upon request, information relating to the voluntary level of review described above in order to enable you to make an informed decision whether to use this level of review.

### **BENEFITS AVAILABLE FROM OTHER SOURCES**

Situations may arise in which your dental care expenses may be the responsibility of someone other than ODS. Here are descriptions of the situations that may arise.

### **A. Coordination of Benefits (COB)**

This provision applies to this Plan when you or your enrolled dependent have healthcare coverage under more than one plan. For a complete explanation of COB see the section titled "Coordination of Benefits."

### **B. Third-Party Liability**

An individual covered by us may have a legal right to recover benefit or dental care costs from another person, organization or entity, or an insurer, as a result of an injury for which Benefits were provided by Willamette Dental Group. For example, an individual who is injured may be able to recover the benefits or dental care costs from an individual or entity responsible for the injury or from an insurer, including different forms of liability insurance, or uninsured motorist coverage or underinsured motorist coverage. As another example, an individual may be injured in the course of employment, in which case the employer or a workers' compensation insurer may be responsible for dental care expenses connected with the injury. Willamette Dental Group is entitled to be reimbursed for any Benefits that it provides that are associated with any injury and are or may be recoverable from a Third Party or other source.

As a service to you, Willamette Dental Group will provide Benefits to a Covered Individual based on the understanding and agreement that the Covered Individual is required to honor Willamette Dental Group's rights of subrogation as discussed below, and, if requested by Willamette Dental Group, to reimburse it in full from any recovery the Covered Individual may receive, no matter how the recovery is characterized.

Upon accepting Benefits, or the provision of Benefits, under the terms of this Plan, the member agrees that Willamette Dental Group shall have the remedies and rights as stated in this Section. Willamette Dental Group may elect to seek recovery under one or more of the procedures outlined in this Section. The Covered Individual agrees to do whatever is necessary to fully secure and protect, and to do nothing to prejudice, Willamette Dental Group's right of reimbursement or subrogation as discussed in this Section. Willamette Dental Group has the sole discretion to interpret and construe these reimbursement and subrogation provisions.

### **Definitions**

For purposes of this Section relating to Third Party Liability, the following definitions apply:

**Covered Individual** means an individual covered by us, including a dependent of a Member/Insured. Covered Individual also includes the estate, heirs, guardian or conservator of the individual for whom benefits have been paid or may be paid by us, and includes any trust established for the purpose of receiving Recovery Funds and paying for the future income, care or dental expenses of such individual.

**Third Party Claim** means any claim, lawsuit, settlement, award, verdict, judgment, arbitration decision or other action against a Third Party (or any right to assert the foregoing) by or on behalf of a Covered Individual, regardless of the characterization of the claims or damages of the Covered Individual, and regardless of the characterization of the Recovery Funds. (For example, a Covered Individual who has received benefits from Willamette Dental Group may file a Third Party claim against the party responsible for the Covered Individual's injuries, but only seek the recovery of non-economic damages. In that case, Willamette Dental Group is still entitled to recover the value of the benefits provided, as described herein.)

**Third Party** means any individual or entity responsible for the injury, or the aggravation of an injury, of the Covered Individual. "Third Party" includes any insurer of such individual or entity, including different forms of liability insurance, or any other form of insurance that may pay money to or on behalf of the Covered Individual including uninsured motorist coverage, under-insured motorist coverage, premises med-pay coverage, PIP coverage, and workers' compensation insurance.

**Recovery Funds** means any amount recovered from a Third Party.

### **Subrogation**

Upon provision of services by Willamette Dental Group, it shall be subrogated to all of the Covered Individual's rights of recoveries therefore, and the Covered Individual shall do whatever is necessary to secure such rights and do nothing to prejudice them.

Under this subsection, Willamette Dental Group may pursue the Third Party in its own name, or in the name of the enrollee. Willamette Dental Group is entitled to all subrogation rights and remedies under the common and statutory law, as well as under this Plan.

### **Right of Recovery**

In addition to Willamette Dental Group's subrogation rights, it may, at its sole discretion and option, ask that the Covered Individual, and his or her attorney, if any, protect Willamette Dental Group's reimbursement rights. If Willamette Dental Group elects to proceed under this subsection, the following rules apply:

1. The Covered Individual holds any rights of recovery against the Third Party in trust for Willamette Dental Group, but only for the amount of Benefits provided for that injury.
2. Willamette Dental Group is entitled to receive the value of Benefits it has provided for that injury out of any settlement or judgment which results from exercising the right of recovery against the Third Party. This is so regardless of whether the Third Party admits liability or asserts that the Covered Individual is also at fault. In addition, Willamette Dental Group is entitled to receive the value of Benefits it has paid whether the dental care expenses are itemized or expressly excluded in the Third Party recovery.
3. If, and only if, Willamette Dental Group asks the Covered Individual, and his or her attorney, to protect its reimbursement rights under this subsection, then the Covered Individual may subtract from the money to be paid back to Willamette Dental Group, as an expense for collecting from the other party, a proportionate share of reasonable attorney fees.
4. Willamette Dental Group may ask the Covered Individual to sign an agreement to abide by the terms of this Right of Recovery subsection.
5. This right of recovery includes the full amount of the Benefits provided out of any recovery made by the Covered Individual from the Third Party, including, without limitation, any and all amounts from the first dollars paid or payable to the Covered Individual (including his or her legal representatives, estate or heirs, or any trust established for the purpose of paying for the future income, care or dental expenses of the Covered Individual), regardless of the characterization of the recovery, whether or not the Covered Individual is made whole, or whether or not any amounts are paid or payable directly by the Third Party, an insurer or another source. Willamette Dental Group's recovery rights will not be reduced due to the Covered Individual's own negligence.

6. If it is reasonable to expect that the Covered Individual will incur future expenses for which benefits might be provided by Willamette Dental Group, the Covered Individual shall seek recovery of such future expenses in any Third Party Claim.

### **Motor Vehicle Accidents**

Any expense for injury or illness which results from a motor vehicle accident, and which is payable under a motor vehicle insurance policy is not a covered benefit under this Plan.

Willamette Dental Group may provide benefits, subject to the rights and remedies outlined in the Subrogation and Right of Recovery subsections stated above, and subject to the next paragraph.

In addition to the rights and remedies outlined in the Subrogation and Right of Recovery subsections stated above, in Third Party claims involving the use or operation of a motor vehicle, Willamette Dental Group, 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.

### **Additional Third Party Liability Section Provisions**

In connection with Willamette Dental Group's rights to obtain reimbursement, or to exercise its right of subrogation, or direct recovery in motor vehicle accidents, as discussed in the above subsections, Covered Individuals shall do one or more of the following, and agree that Willamette Dental Group may do one or more of the following, at its discretion:

1. If the Covered Individual seeks benefits for which there may be a Third Party Claim, the Covered Individual shall notify Willamette Dental Group of the potential Third Party Claim.
2. Upon request from Willamette Dental Group, the Covered Individual shall provide to them all information available to the Covered Individual, or any representative, or attorney representing the Covered Individual, relating to the potential Third Party Claim. The Covered Individual and his or her representatives shall have the obligation to notify Willamette Dental Group 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 Covered Individual is seeking recovery for Benefits provided by Willamette Dental Group from the Third Party.

3. The Covered Individual shall cooperate with Willamette Dental Group to protect its recovery rights under this Section, and in addition, but not by way of limitation, shall:
  - Sign and deliver such documents as Willamette Dental Group reasonably requires to protect its rights;
  - Provide any information to Willamette Dental Group relevant to the application of the provisions of this Section, including dental information (including doctors' reports, chart notes, diagnostic test results, etc.), settlement correspondence, copies of pleadings or demands, and settlement agreements, releases or judgments; and
  - Take such actions as Willamette Dental Group may reasonably request to assist it in enforcing its rights to be reimbursed from Third Party recoveries.
4. By accepting benefits from Willamette Dental Group, the Covered Individual agrees that it has the right to intervene in any lawsuit or arbitration filed by or on behalf of a Covered Individual seeking damages from a Third Party.
5. The Covered Individual agrees that Willamette Dental Group may notify any Third Party, or Third Party's representatives or insurers, of its recovery rights set forth herein.
6. Even without your written authorization, Willamette Dental Group may release to, or obtain from, any other insurer, organization or person, any information it needs to carry out the provisions of this Section.
7. This Section applies to any Covered Individual for whom Benefits are provided whether or not the event giving rise to the Covered Individual's injuries occurred before the individual became covered under this Plan.
8. If the Covered Individual continues to receive dental treatment for an injury after obtaining a settlement or recovery from a Third Party, Willamette Dental Group will provide Benefits for the continuing treatment of that injury only to the extent that the Covered Individual can establish that any sums that may have been recovered from the Third Party have been exhausted.
9. If the Covered Individual or the Covered Individual's representatives fail to do any of the foregoing acts at our request, then Willamette Dental Group has the right to suspend benefits for or on behalf of the Covered Individual related to any injury or dental condition arising out of the event giving rise to, or the allegations in, the Third Party Claim.

10. Coordination of Benefits (where the Covered Individual has dental coverage under more than one Plan or dental insurance policy) is not considered a Third Party Claim.
11. If any term, provision, agreement or condition of this Section 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.

# Miscellaneous Provisions

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The following describes other procedures and policies that we use when processing your claims.

## **DISCLOSURE OF BENEFIT REDUCTION**

ODS will provide notification of material reductions in covered services or benefits to the Group no later than 60 days after the adoption of the change.

## **CONFIDENTIALITY OF ENROLLEE INFORMATION**

The confidentiality of your protected health information is of extreme importance to ODS. Your protected health information includes, but is not limited to enrollment, claims, and medical and dental information. We use your information internally for claims payment, referrals and authorization of services, and business operations such as case management and quality management programs. We do not sell your information. For more complete detail about how ODS uses your information, please refer to the Notice of Privacy Practices. A copy of the notice is available on our website at [www.odscompanies.com](http://www.odscompanies.com) or by calling ODS at 503-243-4492.

## **TRANSFER OF BENEFITS**

Only you and your enrolled dependents are entitled to benefits under this Plan. These benefits are not assignable or transferable to anyone else. Any attempted assignment or transfer will not be binding on us.

## **PLAN PROVISIONS**

The group policy with OEA Choice Trust and Oregon Dental Service and this member handbook, plus any endorsements or amendments, are the entire agreement between the parties. No promises, terms, conditions or obligations exist other than those contained herein. This policy plus such endorsements or amendments, if any, shall supersede all other communications, representations or agreements, either verbal or written between the parties.

## **WARRANTIES**

All statements made by the applicant, Group, or an enrollee, unless fraudulent, will be considered as representations and not warranties. No statement made for the purpose of effecting coverage will avoid the insurance or reduce benefits unless contained in a written form and signed by the Group or the enrollee, a copy of which has been given to the Group or to the enrollee or the beneficiary of the enrollee.

## **LIMITATION OF LIABILITY**

ODS shall incur no liability whatsoever to any enrollee concerning the selection of dentists to render services hereunder. 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 this Policy shall be construed as obligating ODS to render dental services.

## **PROVIDER REIMBURSEMENTS**

Willamette Dental Dentists agree that they will accept fees in the amount established by Willamette Dental Group as full payment for their services, except for the enrollee's co-payment responsibility and charges for a late cancellation of an appointment, for failing to keep or cancel an appointment, a delinquent account charge, and/or non-covered benefit fees as provided for in this Policy. Willamette Dental Dentists agree that their charges to you or your dependent will not exceed the co-payment amounts listed on page 57.

## **INDEPENDENT CONTRACTOR DISCLAIMER**

Oregon Dental Service (ODS) and Willamette Dental Dentists are independent contractors. ODS and Willamette Dental 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 Willamette Dental Dentist's provision of dental care to ODS enrollees may be deemed to exist or be construed to exist between ODS and Willamette Dental Dentists. A Willamette Dental Dentist is solely responsible for the dental care provided to any patient, and ODS does not control the detail, manner or methods by which a Willamette Dental Dentist provides care.

## **NO WAIVER**

Any waiver of any provision of this Plan, or any performance under this 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. No delay or omission on the part of ODS in exercising any right, power or remedy provided in this Plan, including, without limitation, our delay or omission in denying a claim under the Plan, shall operate as a waiver thereof.

## **GROUP IS THE AGENT**

The Group is your and your enrolled dependents' agent for all purposes under this Plan. The Group is not the agent of Oregon Dental Service.

## **GOVERNING LAW**

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

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

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

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

Any legal action arising out of, or related to, this Plan and filed against us by you, any of your dependents, any enrollee or any third party, must be filed in court within three years of the time the claim arose. For example, a claim that benefits were not authorized or provided, and any and all damages relating thereto, would arise when the last level of administrative appeal under the Plan has ended.

# **ERISA Duties**

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As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”).

## **INFORMATION ABOUT YOUR PLAN AND BENEFITS**

- You may examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites, all documents governing the Plan, including insurance policies, 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 Plan Administrator may make a reasonable charge for the copies.
- You are entitled to receive a summary of the Plan’s annual financial report, if any is required by ERISA. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

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

You are entitled to continue dental care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this member handbook and the documents governing the plan on the rules governing your COBRA continuation coverage rights (if applicable to your plan).

## **PRUDENT ACTIONS BY PLAN FIDUCIARIES**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan.

The people who operate this Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants.

No one, including the Employer or any other person, may fire you or discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

## **ENFORCE YOUR RIGHTS**

If your claim for a benefit is denied or no action is taken, in whole or in part, you 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 you can take to enforce these rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan Administrator and do not receive them within 30 days, you may file suit in Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or no action is taken, in whole or in part, you may file suit in state or Federal court after you have exhausted the 2 levels of appeal required by the Plan (see Grievance and Appeals for additional information). In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court.

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

## **ASSISTANCE WITH YOUR QUESTIONS**

If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact one of the following:

Employee Benefits Security Administration  
US Department of Labor  
1111 Third Avenue, Room 860  
Seattle, Washington 98101  
(206) 553-4244

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

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

# Appendix A

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## SCHEDULE OF COVERED SERVICES AND CO-PAYMENTS

<b>ADA Code</b>	<b>Procedure</b>	<b>Co-payment</b>
<b>1.</b>	<b>Office Visit Charge</b>	\$ 10
<b>2.</b>	<b>Diagnostic and Preventative Services</b>	
D0120	Periodic oral evaluation	No Co-pay
D0140	Limited oral evaluation-emergency	No Co-pay
D0145	Oral Evaluation – Patient Under 3 years	No Co-pay
D0150	Comprehensive oral evaluation	No Co-pay
D0160	Detailed & extensive oral evaluation	No Co-pay
D0170	Re-evaluation - limited	No Co-pay
D0180	Comprehensive periodontal evaluation	No Co-pay
D0210	Complete series x-rays	No Co-pay
D0220	Periapical-first film	No Co-pay
D0230	Intraoral - each additional film	No Co-pay
D0240	Intraoral - occlusal film	No Co-pay
D0250	Extraoral - first film	No Co-pay
D0260	Extraoral - each additional	No Co-pay
D0270	Bitewings - single film	No Co-pay
D0272	Bitewings - two films	No Co-pay
D0273	Bitewings –three films	No Co-pay
D0274	Bitewings-four films	No Co-pay
D0277	Vertical bitewings	No Co-pay
D0330	Panoramic x-rays	No Co-pay
D1110	Teeth cleaning (prophylaxis) adult	No Co-pay
D1120	Teeth cleaning (prophylaxis) child	No Co-pay
D1203	Topical fluoride-child	No Co-pay
D1204	Topical fluoride-adult	No Co-pay
D1206	Topical fluoride-therapeutic application	No Co-pay
D1310	Nutritional counseling	No Co-pay
D1320	Tobacco counseling	No Co-pay
D1330	Oral Hygiene Instruction	No Co-pay
D0340	Cephalometric film	No Co-pay
D0350	Oral / facial images	No Co-pay
D1351	Sealant – per tooth	No Co-pay
D0425	Caries susceptibility test	No Co-pay
D0460	Pulp vitality test	No Co-pay
D0470	Diagnostic casts	No Co-pay
<b>3.</b>	<b>Space Maintainers</b>	
D1510	Space Maintainer – unilateral-fixed	No Co-pay
D1515	Space Maintainer – bilateral-fixed	No Co-pay

D1520	Space Maintainer – unilateral-removable	No Co-pay
D1525	Space Maintainer – bilateral removable	No Co-pay
D1550	Space Maintainer – recement	No Co-pay
D1555	Removal of fixed space maintainer	No Co-pay

#### 4. Restorative Dentistry

##### a. Amalgam Restorations –

D2140	Fillings – 1 surface	No Co-pay
D2150	Fillings – 2 surfaces	No Co-pay
D2160	Fillings – 3 surfaces	No Co-pay
D2161	Fillings – 4 or more surfaces	No Co-pay
D2951	Pin retention – per tooth, in addition to restoration	No Co-pay
D2940	Sedative filling – temporary	No Co-pay

##### b. Resin Restorations

D2330	Resin-1 surface (anterior only)	No Co-pay
D2331	Resin-2 surfaces (anterior only)	No Co-pay
D2332	Resin-3 surfaces (anterior only)	No Co-pay
D2335	Resin-4 surfaces (anterior only)	No Co-pay
D2390	Resin Based composite crown	No Co-pay
D2950	Core buildup, including any pins	No Co-pay
D2391	Resin-one surface posterior (primary only)	No Co-pay
D2392	Resin-two surfaces posterior (primary only)	No Co-pay
D2393	Resin-three surfaces posterior (primary only)	No Co-pay
D2394	Resin four or more surfaces posterior (primary only)	No Co-pay
	Posterior Composites on permanent teeth	Not covered

##### c. Inlay/Onlay (cast restorations)

D2510	Inlay-gold 1 surface	No Co-pay
D2520	Inlay-gold 2 surfaces	No Co-pay
D2530	Inlay-gold 3 or more surfaces	No Co-pay
D2542	Onlay-gold 2 surfaces	No Co-pay
D2543	Onlay-gold 3 surfaces	No Co-pay
D2544	Onlay-gold 4 or more surfaces	No Co-pay
D2610	Inlay-porcelain/ceramic 1 surface	No Co-pay
D2620	Inlay-porcelain/ceramic 2 surfaces	No Co-pay
D2630	Inlay-porcelain/ceramic 3 surfaces	No Co-pay
D2642	Onlay-porcelain/ceramic 2 surfaces	No Co-pay
D2643	Onlay-porcelain/ceramic 3 surfaces	No Co-pay
D2644	Onlay-porcelain 4 or more surfaces	No Co-pay
D2910	Recement inlay	No Co-pay

#### 5. Crowns

D2710	Crown-resin laboratory	No Co-pay
D2740	Crown-porcelain/ceramic (anterior only)	No Co-pay
D2752	Crown-porcelain/noble	No Co-pay

D2782	¾ crown – noble	No Co-pay
D2792	Full cast crown – noble	No Co-pay
D2920	Recement crown	No Co-pay
D2970	Temporary crown for fractured tooth	No Co-pay
D2930	Stainless Steel crown-primary	No Co-pay
D2931	Stainless Steel crown-permanent	No Co-pay
D2932	Crown-prefabricated resin	No Co-pay
D2933	Crown-prefabricated stainless steel with resin window	No Co-pay
D2954	Prefabricated dowel post & core	No Co-pay
D2955	Post removal (no endodontic therapy)	No Co-pay
D2957	Each additional prefabricated post - same tooth	No Co-pay
D2799	Provisional crown	No Co-pay
D2980	Repair crown	No Co-pay

## 6. Endodontics

D3110	Pulp cap-direct excluding final restoration	No Co-pay
D3120	Pulp cap-indirect	No Co-pay
D3220	Pulpotomy – A pulpotomy is not the first stage of a root canal. A pulpotomy is a separate procedure.	No Co-pay
D3221	Gross pulpal debridement – primary & permanent teeth	No Co-pay
D3230	Pulpal therapy – primary anterior	No Co-pay
D3240	Pulpal therapy – primary posterior	No Co-pay
D3310	Root canal therapy – anterior	No Co-pay
D3320	Root canal therapy – bicuspid	No Co-pay
D3330	Root canal therapy – molar	No Co-pay
D3331	Treatment of root canal obstruction – non-surgical access	No Co-pay
D3332	Incomplete endodontic therapy – inoperable or fractured tooth	No Co-pay
D3333	Internal repair of perforation defects	No Co-pay
D3346	Retreatment – anterior	No Co-pay
D3347	Retreatment – bicuspid	No Co-pay
D3348	Retreatment – molar	No Co-pay
D3351	Apexification – initial visit	No Co-pay
D3352	Apexification – interim visit	No Co-pay
D3353	Apexification – final visit	No Co-pay
D3410	Apicoectomy – anterior	No Co-pay
D3421	Apicoectomy – bicuspid 1 <sup>st</sup> root	No Co-pay
D3425	Apicoectomy – molar 1 <sup>st</sup> root	No Co-pay
D3426	Apicoectomy – each additional root	No Co-pay
D3430	Retrograde filling – per root	No Co-pay
D3450	Root amputation per tooth	No Co-pay
D3920	Hemisection	No Co-pay
D3950	Canal prep-preform dowel/post	No Co-pay

Note: The treatment of a root canal or apical surgery performed within 24 months of initial treatment is considered part of the initial treatment charge. Thereafter, re-treatment of a root canal may be subject to an additional charge.

**7. Periodontics**

D4210	Gingivectomy or gingivoplasty 4 or more teeth	No Co-pay
D4211	Gingivectomy – 1 to 3 teeth	No Co-pay
D4240	Gingival flap 4 or more teeth	No Co-pay
D4241	gingival flap 1 to 3 teeth	No Co-pay
D4249	Crown lengthening hard tissue	No Co-pay
D4260	Osseous surgery – 4 or more teeth	No Co-pay
D4261	Osseous surgery 1 to 3 teeth	No Co-pay
D4263	Bone replacement graft – 1 <sup>st</sup> site in quadrant	No Co-pay
D4264	Bone graft – each additional site in quadrant	No Co-pay
D4270	Pedicle soft tissue graft procedure	No Co-pay
D4271	Free soft tissue graft procedure	No Co-pay
D4273	Subepithelial connective graft	No Co-pay
D4274	Distal wedge procedure	No Co-pay
D4341	Periodontic scale & root plane – 4 or more teeth	No Co-pay
D4342	Periodontic scale & root plane – 1 to 3 teeth	No Co-pay
D4355	Preliminary full-mouth debridement	No Co-pay
D4381	Antimicrobial irrigation	No Co-pay
D4910	Periodontic maintenance following therapy	No Co-pay

**8. Prosthodontics - Removable**

D5110	Complete (upper denture)	No Co-pay
D5120	Complete (lower denture)	No Co-pay
D5130	Immediate (upper denture)	No Co-pay
D5140	Immediate (lower denture)	No Co-pay
D5211	Upper partial resin base	No Co-pay
D5212	Lower partial resin base	No Co-pay
D5213	Upper partial cast metal frame	No Co-pay
	Lower partial cast metal frame	No Co-pay
D5214		
D5281	Partial-removable unilateral	No Co-pay
D5225	Upper partial flexible base	No Co-pay
D5226	Lower partial flexible base	No Co-pay
D5410	Adjustment – complete denture, upper	No Co-pay
D5411	Adjustment – complete denture, lower	No Co-pay
D5421	Adjustment – partial denture, upper	No Co-pay
D5422	Adjustment – partial denture, lower	No Co-pay
D5510	Repair broken denture no teeth damaged	No Co-pay
D5520	Repair denture replace missing or broken teeth (each tooth)	No Co-pay
D5610	Repair resin base	No Co-pay
D5620	Repair partial cast framework	No Co-pay
D5630	Repair or replace partial clasp	No Co-pay

D5640	Replace teeth – partial per tooth	No Co-pay
D5650	Add tooth to existing partial	No Co-pay
D5660	Add clasp to existing partial	No Co-pay
D5710	Rebase complete upper denture	No Co-pay
D5711	Rebase complete lower denture	No Co-pay
D5720	Rebase upper partial	No Co-pay
D5721	Rebase lower partial	No Co-pay
D5730	Reline complete upper denture (chairside)	No Co-pay
D5731	Reline complete lower denture (chairside)	No Co-pay
D5740	Reline upper partial (chairside)	No Co-pay
D5741	Reline lower partial (chairside)	No Co-pay
D5750	Reline upper denture – lab	No Co-pay
D5751	Reline lower denture – lab	No Co-pay
D5760	Reline upper partial – lab	No Co-pay
D5761	Reline lower partial – lab	No Co-pay
D5810	Interim denture – upper	No Co-pay
D5811	Interim denture – lower	No Co-pay
D5820	Interim partial – upper	No Co-pay
D5821	Interim partial – lower	No Co-pay
D5850	Tissue conditioning – upper	No Co-pay
D5851	Tissue conditioning – lower	No Co-pay
D5860	Overdenture – complete	No Co-pay
D5861	Overdenture – partial	No Co-pay
D5986	Fluoride gel custom trays	No Co-pay

#### 9. Prosthodontics - Fixed

D6210	Pontic, cast (per tooth) traditional fixed partial dentures only (bridges)	No Co-pay
D6240	Pontic (per tooth); porcelain/metal traditional fixed partial dentures only (bridges)	No Co-pay
D6241	Pontic (per tooth) maryland bridge	No Co-pay
D6545	Cast metal retainer	No Co-pay
D6720	Crown-resin/metal abutment	No Co-pay
D6750	Crown-porcelain metal abutment	No Co-pay
D6780	Crown ¾ cast metal abutment	No Co-pay
D6790	Crown – full gold abutment	No Co-pay
D6930	Recement bridge	No Co-pay
D6972	Prefabricated post/core in addition to bridge	No Co-pay
D6973	Core build-up with or without pins	No Co-pay
D6975	Coping – metal	No Co-pay
D6980	Bridge repair	No Co-pay

#### 10. Oral Surgery

D7111	Extraction coronal remnants primary tooth	No Co-pay
D7140	Extraction erupted tooth	No Co-pay
D7210	Surgical extraction – erupted	No Co-pay
D7220	Removal of impacted tooth – soft tissue	No Co-pay
D7230	Removal of impacted tooth – partial bony	No Co-pay
D7240	Removal of impacted tooth – complete bony	No Co-pay

D7241	Removal of impacted tooth – complete bony with complications	No Co-pay
D7250	Surgical removal residual root	No Co-pay
D7260	Oroantral fistula closure	No Co-pay
D7270	Tooth re-implantation	No Co-pay
D7280	Surgical access unerupted tooth	No Co-pay
D7283	Ortho bracket to aid eruption if plan covers orthodontia	No Co-pay
D7291	Transseptal fiberotomy	No Co-pay
D7310	Alveoloplasty w/extractions-per quadrant	No Co-pay
D7320	Alveoloplasty w/o extractions-per quadrant	No Co-pay
D7470	Removal of exostosis – per site	No Co-pay
D7480	Remove non-vital bone segment	No Co-pay
D7960	Frenectomy	No Co-pay
D7510	I & D intraoral soft tissue	No Co-pay
D7520	I & D extraoral soft tissue	No Co-pay
D7530	Remove foreign body – soft tissue	No Co-pay
D7540	Remove foreign body – hard tissue	No Co-pay
D7670	Stabilization splint-alveolus	No Co-pay
D7910	Suture small wound up to 5 cm	No Co-pay
D7911	Complicated suture up to 5 cm	No Co-pay
D7940	Osteoplasty	No Co-pay
D7953	Bone Replacement Graft for Ridge Preservation – Per Site	No Co-pay
D7970	Excision hyperplastic tissue	No Co-pay
D7971	Excision of pericoronary flap	No Co-pay
D7980	Sialolithotomy	No Co-pay

#### 11. Anesthesia

D9215	Local anesthesia (Novocain)	No Co-pay
D9230	Nitrous Oxide (per visit)	\$ 15
D9220	General Anesthesia – 1 <sup>st</sup> 30 minutes*	
D9221	General Anesthesia – Each Additional 15 minutes*	

\*Must be authorized by the Willamette Dental Dentist. See Exclusions page 27.

#### 12. Miscellaneous

D9310	Consultation – per session	No Co-pay
D9911	Application of desensitizing medicaments	No Co-pay
D9430	Observation visit	No Co-pay
D9440	Emergency treatment – after office hours	\$ 20
D9951	Occlusal adjustment - simple	No Co-pay
D9952	Occlusal adjustment - complete	No Co-pay
D9110	Palliative (emergency) minor	No Co-pay
D9420	Hospital call (dental treatment provided in a hospital setting in addition to any other applicable service co-pays; facility fees not covered) (service co-pays still apply)	\$ 100

Out-of-area emergency reimbursement	Up to \$ 100
Cancellation of appointment without 24 hour notice	\$20

**13. Orthodontia**

Comprehensive orthodontia treatment	\$1,500
Initial orthodontic exam	\$25
Study models & x-rays	\$125
Case presentation	No Co-pay

**14. Exclusions** See Exclusions section of the Contract.



The pre-orthodontic co-payments will be deducted from the orthodontic service co-payment listed below.

**Orthodontic Service Co-payment:** You or your dependent will be responsible for paying the co-payment amount listed below for orthodontic services provided:

- Comprehensive orthodontic services – all levels: \$1,500
- Limited orthodontic services: Co-payment will be pro-rated based on the treatment rendered, provided that such co-payment shall not exceed the co-payment for comprehensive orthodontic services shown above.

**Orthodontic Services Provided:** The following are the orthodontic services provided under this plan:

<b>ADA Code</b>	<b>Procedure</b>
D8020	Limited orthodontic treatment – Transitional (Mixed dentition)
D8030	Limited orthodontic treatment – Adolescent (Permanent dentition – growing)
D8040	Limited orthodontic treatment – Adult (Permanent dentition – not growing)
D8060	Interceptive orthodontic treatment – Transitional
D8070	Comprehensive orthodontic treatment – Transitional (Mixed dentition)
D8080	Comprehensive orthodontic treatment – Adolescent (Permanent dentition – growing)
D8090	Comprehensive orthodontic treatment – Adult (Permanent dentition – not growing)
D8691	Repair of Orthodontic Appliance

Please see the Exclusions section of the handbook for additional exclusions.



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601 S.W. Second Avenue  
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