

### **Dental Care**

Be prepared for the possibility of a dental emergency before the need arises by knowing your clinic's procedure for care needed after regular clinic hours.

Name of your clinic: -	
Address: –	
Dhono	

### **Dental Plan Group Numbers:**

Delta Dental PPO: 6100
Delta Dental Premier: 6090
University Choice (Delta Dental) 6113
Health Partners Dental: 16000
Health Partners Dental Choice: 16000

#### **Benefit Questions**

You can reach the Employee Benefits Service Center at 612-624-8647 or 1-800-756-2363, select option 1, or email benefits@umn.edu.

#### Residents/Fellows

Residents/fellows in job codes 9541, 9548, 9549, 9552, 9553, 9554, 9555, 9556, 9559, 9568, 9582, 9583, and 9569 are not covered in this plan, but are covered in the University of Minnesota Residents/Fellows plan that is available at the following link: https://shb.umn.edu/health-plans/rfi.

### Introduction

This Summary of Benefits is intended to describe the coverage you have for dental benefits under the University of Minnesota UPlan (the Plan) in Plan Year 2018. This booklet describes the eligibility provisions of the Plan, the events that can cause you to lose coverage, your rights to continue coverage when you or your dependents are no longer eligible to participate in the Plan, and your rights to appeal a coverage decision or claim denial.

You will also find a description of the dental benefits covered under the Plan in this Summary of Benefits, including comprehensive coverage for most conditions requiring dental diagnosis and treatment including many preventive and restorative services such as: periodic examinations, x-rays, cleanings, fillings, restorative crowns, root canals, extractions, bridgework, and orthodontic treatment for children. You will also read about the levels of coverage under the Plan and the deductibles and coinsurance that are your responsibility.

The companies that administer the claims are: Delta Dental of Minnesota and HealthPartners Administrators, Inc.

At Open Enrollment each year, you have the opportunity to select the dental plan option you want to use for the year. Your cost varies depending on which dental plan option and coverage level you select. This booklet explains which events during the year might allow you to add a dependent or otherwise modify your coverage.

For further information about your dental benefits, you may contact the Employee Benefits Service Center or the Administrators at the appropriate address below.

#### **Dental Claims Administrators**

Delta Dental of Minnesota 500 Washington Avenue South, Suite 2060 Minneapolis, MN 55415

Phone: 651-406-5916 Toll Free: 1-800-448-3815 TTY: 1-888-853-7570

Website: www.deltadentalmn.org/uofm

HealthPartners Administrators, Inc. 8170 33rd Avenue South Bloomington, MN 55425

Phone: 952-883-5000 Toll Free: 1-800-883-2177 TTY: 952-883-5127

Website: www.healthpartners.com/uofm

# Specific Information About the Plan

**Employer:** University of Minnesota

Name of the Plan: The Plan shall be known as the University of Minnesota UPlan Dental Program

that provides dental benefits to certain eligible participants and their dependents.

Address of the Plan: University of Minnesota

Employee Benefits 200 Donhowe Building

319 15th Ave. SE

Minneapolis, MN 55455-0103

Plan Year: The Plan Year begins on January 1 and ends on December 31.

A Plan Year is 12 months in duration.

Plan Sponsor: Board of Regents

600 McNamara Alumni Center

200 Oak Street SE

Minneapolis, MN 55455-2020

Funding: Claims under the Plan are paid from the assets of the University of

Minnesota UPlan Dental Program.

Dental Claims Administrators: Delta Dental of Minnesota

500 Washington Avenue South, Suite 2060

Minneapolis, MN 55415

HealthPartners Administrators, Inc.

8170 33rd Avenue South Bloomington, MN 55425

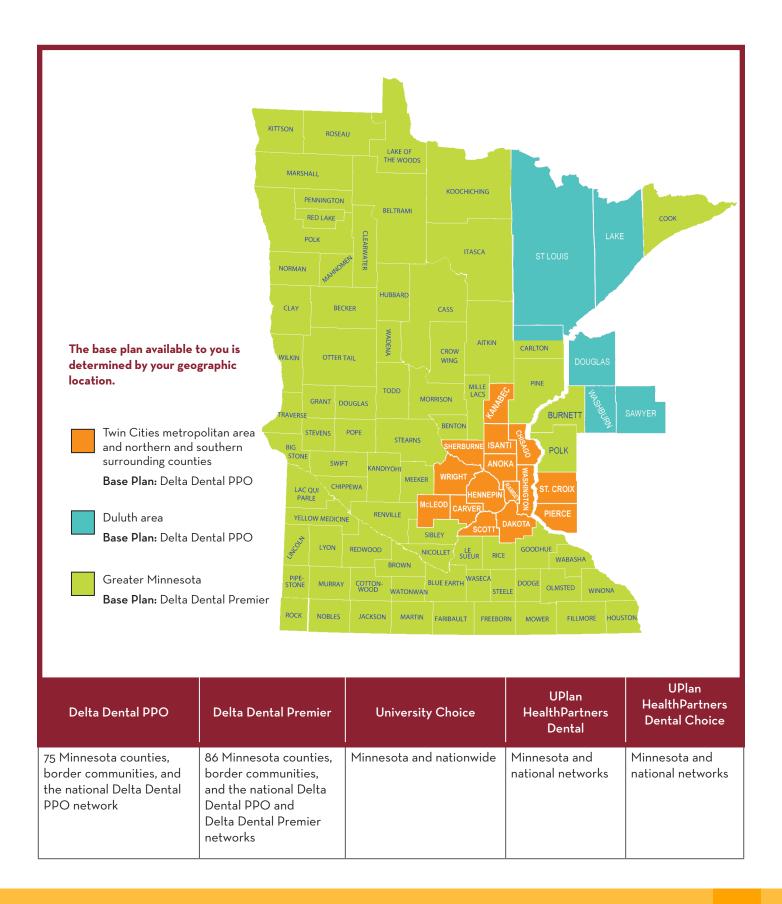
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# Plan Availability - Base Plan Map



# Dental: Plan Comparison

### For all of the dental plans, the annual maximum benefit is \$1,800 per person per contract year.

Plan	Diagnostic and Preventive Care	Basic Restorative Care	Major Restorative Care	Emergency Services	Orthodontics
DELTA DENTAL PPO In-network coverage only	100% coverage	80% coverage	50% coverage	In-network services provided same as any service; out-of-network services apply \$50 deductible then same as any in-network service	80% coverage
DELTA DENTAL PREMIER In-network	100% coverage	80% coverage	50% coverage	Emergency dental services provided same as eligible dental services	80% coverage
<b>DELTA DENTAL PREMIER</b> Out-of-network	50% coverage	After \$125 annual deductible, 50% coverage	No coverage	After \$125 annual deductible, emergency dental services provided same as eligible out-of-network services	50% coverage
UNIVERSITY CHOICE Open access (Use of Delta network dentists will waive deductible and reduce your cost)	100% coverage	After \$50 annual deductible, 80% coverage	After \$50 annual deductible, 50% coverage	Emergency dental services provided same as eligible dental services	80% coverage
UPLAN HEALTHPARTNERS DENTAL In-network coverage only	100% coverage	80% coverage	50% coverage	In-network services provided same as any service; out-of-network services apply \$50 deductible then same as any in-network service	80% coverage
UPLAN HEALTHPARTNERS DENTAL CHOICE In-network	100% coverage	80% coverage	50% coverage	Emergency dental services provided same as eligible dental services	80% coverage
UPLAN HEALTHPARTNERS DENTAL CHOICE Out-of network	50% coverage	After \$125 annual deductible, 50% coverage	No coverage	After \$125 annual deductible, emergency dental services provided same as eligible out-of-network services	50% coverage

## Dental: Plan Comparison

# COVERED SERVICES UNDER EACH TYPE OF DENTAL CARE

The **Dental Plan Comparison** shows the coverage levels for each category of dental care. You'll want to review what dental services are covered in each category.

All of the dental plans provide comprehensive coverage, but coverage may not be the same for all services. Specifically, review the benefit for different types of fillings under each plan that is available in your area.

#### Diagnostic and Preventive Care

- Oral examinations and dental cleanings
  - Two oral exams and cleanings per person per calendar year
- X-rays
- Special periodontics care
- Topical fluoride to age 19
- Space maintainers

#### **Basic Restorative Care**

- Fillings (customary restorative materials)
  - Benefit for back teeth is based on cost of amalgam (silver) fillings: Delta Dental PPO and HealthPartners

    Dental
  - Benefit for back teeth is based on cost of composite (white) fillings: Delta Dental Premier, University Choice, and HealthPartners Dental Choice
  - Benefit for front teeth is based on cost of composite (white) fillings: All Plans
- Sealants to age 19
- Extractions and other oral surgery
- Periodontics (gum disease therapy)
- Endodontics (root canal therapy)
- Restorative crowns
- Inlays and onlays
- Repair of a crown

#### **Major Restorative Care**

- Fixed or removable bridgework
- Implants as alternative treatment
- Full or partial dentures
- Denture relines or rebases

#### **Orthodontics Coverage**

- Limited to dependents up to age 19
- Separate \$2,800 lifetime maximum per covered dependent that does not start over if you change plans

# I. Introduction to Your Dental Coverage

The University of Minnesota ("Sponsor"), which also serves as sponsor of the plan, has established the UPlan ("the Plan") to provide dental benefits for covered contract holders and their covered dependents ("Members"). This Plan is "self-funded," which means that the Sponsor pays the benefit expenses for covered services as claims are incurred. The Plan is described in this Summary of Benefits.

The Sponsor has contracted with Delta Dental and HealthPartners to provide networks of dental care providers, claims processing, precertification and other administrative services. However, the Sponsor is solely responsible for payment of your eligible claims.

The Sponsor, by action of an authorized officer or committee, reserves the right to change or terminate the Plan. This includes, but is not limited to, changes to contributions, deductibles, coinsurance, annual maximums, benefits payable, and any other terms or conditions of the Plan. The decision to change the Plan may be due to changes in federal or state laws governing dental benefits, or for any other reason. The Plan may be changed to transfer the Plan's liabilities to another plan or to split this Plan into two or more parts.

The Sponsor has the power to delegate specific duties and responsibilities. Any delegation by the Sponsor may also allow further delegations by such individuals or entities to whom the delegation has been made. Any delegation may be rescinded by the Sponsor at any time. Each person or entity to whom a duty or responsibility has been delegated shall be responsible for only those duties or responsibilities and shall not be responsible for any act or failure to act of any other individual or entity.

#### A. Claims Administrators — Dental

Delta Dental and HealthPartners provide certain administrative services in connection with the Plan. As external administrators, Delta Dental and HealthPartners are referred to as the "Claims Administrators." A Claims Administrator may arrange for additional parties to provide certain administrative services, including claim processing services, customer service, dental management, and complaint resolution assistance.

The Claims Administrator has the discretionary authority to determine a Member's entitlement to benefits under the terms of the Plan, including the authority to determine the amount of payment for claims submitted and to constitute the terms of each Plan. However, the Claims Administrator may not make modifications or amendments to the Plan.

#### **B. Rate Structure**

The rate structure for the cost of dental benefits consists of employee-only coverage and two levels of family coverage that are determined by the eligible dependents added to the plan. The levels are:

- » Employee only
- » Employee and Children
- » Employee and Spouse with or without Children

#### C. Summary of Benefits

This Summary of Benefits is your description of the UPlan Dental Program. It describes the Plan's benefits and limitations for your dental coverage. Please read this entire summary carefully. Many of its provisions are interrelated; reading just one or two provisions may give you incomplete information regarding your rights and responsibilities under the Plan. Many of the terms used in the Summary of Benefits have special meaning and are specifically defined in the Summary.

Included in this Summary is a Plan Comparison chart that states the amount payable for the covered services. Amendments that are included with this Summary or sent to you at a later date are fully made a part of this Summary of Benefits. This Plan is maintained exclusively for covered participants and their covered dependents. Each Member's rights under the Plan are legally enforceable. The Summary of Benefits (and any amendments) is available to view and download on the Employee Benefits website at humanresources.umn.edu/employee-benefits/dental.

# I. Introduction to Your Dental Coverage

#### D. Plan Amendments

The University of Minnesota Employee Benefits Office will interpret the Plan and its Summary of Benefits as needed to advise Claims Administrators on their administration of the Plan. The University of Minnesota may amend the Plan. Plan Amendments are incorporated and fully made a part of this Summary and will be communicated to Members during Open Enrollment.

#### E. Your Identification Card

Your dental Claims Administrators issue separate identification cards to Members containing coverage information. Please verify the information on the ID card and notify the Claims Administrator's Customer Service department of any errors.

Social Security numbers are considered private and confidential. The Claims Administrators do not use your Social Security number on your ID card. However, for all Claims Administrators, the Social Security numbers may be required for claims processing.

Your name may be abbreviated due to space limitations, but it is important that your identification card is correct or claims may be delayed or temporarily denied.

You must show your dental ID card every time you request dental care services from participating providers. If you do not show your card, the participating provider has no way of knowing you are a Member and may bill you for the services.

#### F. Provider Directory

To access the most up-to-date information on participating providers, go to the plans' websites at **www.deltadentalmn.org/uofm** or **www.healthpartners.com/uofm**. You will find an online dentist finder and other search tools on the plans' website.

#### G. Conflict with Existing Law

In the event that any provision of this Summary of Benefits is in conflict with applicable law, only that provision is hereby amended to conform to the minimum requirements of the law.

#### H. Records

Certain facts are needed for plan administration, claims processing, quality assessment, and case management. By enrolling for coverage under the Plan, you authorize and direct any person or institution that has provided services to you to furnish the Sponsor or any of its agents or designees at any reasonable time, upon its request, any and all information and records or copies of records relating to the services provided to you.

The Sponsor or its agents or designees will have the right to release any and all records concerning health care services that are necessary to implement and administer the terms of the Plan or for appropriate dental review or quality assessment. The Sponsor and its agents or designees will maintain confidentiality of such information in accordance with existing law. This authorization applies to you and each dependent, regardless of whether each dependent signs the application for enrollment. For information on privacy practices, refer to X. Notice of Privacy Practices.

#### I. Clerical Error

You will not be deprived of coverage under the Plan because of a clerical error. However, you will not be eligible for coverage beyond the scheduled termination of your coverage because of a failure to record the termination.

# I. Introduction to Your Dental Coverage

#### J. How to use the Plan

This Summary describes your covered services and how to obtain them. Depending upon the dental plan option, Members will have In-Network Dental Benefits Only or In- and Out-of-Network Dental Benefits. Coverage may vary according to the provider selection. The provisions below contain certain information you need to know in order to obtain covered services.

In-Network Providers. These are any of the participating licensed dentists or other dental care providers or facilities who have entered into an agreement with Delta Dental or HealthPartners to provide dental care services to Members. Enrolling in the plan does not guarantee the availability of a particular provider on the list of network providers; provider availability depends on many factors, including but not limited to scheduling. When a provider is no longer part of the network, you must choose among remaining network providers to receive network benefits.

Out-of-Network Providers. These are licensed dentists or other dental care providers or facilities not participating as network providers. Services from Out-of-Network Providers will be covered at the Out-of-Network benefit level in plans with Out-of-Network benefits. Members with In-Network-Only plans will be responsible for the full cost of services when using an Out-of-Network provider.

**Note:** All members seeking services from nonparticipating dentists may be subject to balance billing from the provider. Balance billing means you are responsible for the difference between the treating dentist's submitted charges and the allowed amount, in addition to the out-of-network deductible/coinsurance.

# II. Coverage Eligibility and Enrollment

### A. Eligibility

The University of Minnesota develops eligibility criteria for its employees and their dependents subject to collective bargaining agreements and compensation plans that may change during a Plan Year. Employees are eligible to participate in the University of Minnesota UPlan Medical Program (the Plan) if all three criteria are met:

- 1) The appointment is in an eligible classification;
- 2) The appointment is 50% time or greater;
- 3) The appointment will last for three months or longer.

The University contributes a significant portion of the cost of medical benefits for an employee with an appointment of 75% time or greater. If the employee's appointment is 50% to 74% time, the employee is eligible to participate in the Plan but must pay full cost of coverage; there is no University contribution at this level of employment.

In no event can a person receive UPlan coverage as both an employee and as a dependent of another UPlan member or as both a covered UPlan member and as a member of another University-sponsored plan. For example, you may not have coverage for yourself as an employee and be a dependent on the coverage of a spouse or a parent who has family coverage as a University of Minnesota employee.

In no event can an employee include a dependent on the Plan who is ineligible for coverage. (See L. Misuse of Plan.) The Plan reserves the right to request documentation to verify eligibility of your enrolled dependents.

#### 1. Definition of Eligible Dependents

The individuals listed on the chart on the following page are considered eligible dependents for the Plan. In addition to specifying criteria for coverage, the chart also includes information as to whether the dependent is considered qualified for favorable tax treatment under the Plan. See Section 2 for further explanation on tax favored and non-tax favored treatment of dependent coverage.

### Definition of Eligible Dependents and Qualification for Tax Favored Treatment

The chart specifies the criteria for coverage along with whether the dependent is considered qualified for favorable tax treatment under the Plan. Go to the Benefits website at humanresources.umn.edu/benefits/benefits-eligibility for more information about eligibility for your dependents.

Relationship to Employee	Criteria for Coverage	Is Dependent Qualified for Tax Favored Treatment <sup>(1)</sup>
Spouse	Must be legally married.	Qualified
	Your spouse must not be working full-time for an employer and receiving cash or credits 1) in place of medical coverage or 2) in exchange for medical coverage with a deductible of \$750 or greater.	
Dependent	Dependent child — birth through age 25 (up to the 26th birthday)	Qualified
Child	An eligible child can include your unmarried or married biological child, legally adopted child or child placed for the purposes of adoption, foster child, stepchild, or any other child state or federal law requires be treated as a dependent.	
	Note: The spouse of your eligible married dependent child is not eligible for coverage.	
	Disabled child— age 26 or above (no maximum) if physically or mentally disabled and either:	Qualified
	lives with you and does not provide over 50% of his/her own support, or     does not live with you but is at least 50% dependent on you	
Dependent Grandchild	Grandchild as dependent child — A grandchild is eligible for coverage as your child if placed in your legal custody; or if the grandchild is legally adopted or placed with you for the purpose of adoption.	Qualified
	Additional grandchildren eligibility — An unmarried grandchild is also eligible under the Plan for coverage if (1) the grandchild is dependent upon you for principal support and maintenance, but is a qualified tax dependent of another person or (2) your unmarried grandchild is the dependent child of your unmarried dependent child, and even though the grandchild may be dependent upon you for principal support and maintenance, the grandchild would not be eligible to be your tax dependent under tax regulations. In these instances, the contributions made by the University to your grandchild's coverage as well as your contributions are considered taxable income on your tax returns.  Newborns — Your newborn infant grandchild is eligible under the Plan for coverage if the grandchild is financially dependent upon you and resides with you continuously from birth. Coverage for the grandchild may terminate if the grandchild does not continue to reside with you continuously, if the grandchild does not remain financially dependent upon you, or when the grandchild reaches age 25.	Usually non-qualified

<sup>&</sup>lt;sup>1</sup> "Tax Favored Treatment" refers to how dependent coverage is treated for tax purposes.

### 2. Tax Favored and Non-Tax Favored Treatment of Dependent Coverage

- a) If the right-hand column is marked "Qualified" for a given dependent category, it means you will pay pretax contributions for yourself and any dependents. It also means that the value of the University's contribution to the plan is not considered taxable income to you as the employee.
  - i) There are special rules for shared custody situations. Please refer to IRS Publication 501 or to the details of your divorce agreement.
- b) If the right-hand column above is marked "Non-qualified" for a given dependent category, it means that you will be taxed on the value of the University's contribution for your non-qualified dependent's coverage. This taxable value is called imputed income.
  - i) You will also pay the normal pre-tax employee contribution to cover yourself and any other family members. The value of the University's contribution for you and your tax qualified dependents is not considered taxable income to you as the employee.
- c) It is your responsibility as the employee to determine whether a dependent is considered to be a qualified or non-qualified dependent for purposes of determining whether coverage is tax favored under the Plan, and to enroll your dependent in the correct manner. One general guideline is that if the child is considered your dependent for tax purposes, he/ she is eligible for coverage on a tax-favored basis.

  Notice of any change in dependent tax status must be communicated to the University within 30 days of the change.
- d) There are special rules about taxation of coverage for "Non-qualified" dependents that apply in limited circumstances:

- i) When a part-time employee pays the full cost of coverage on a pre-tax basis, the cost of coverage for the "Non-qualified" dependent would still be considered imputed income for the employee because the coverage is otherwise being paid on a pre-tax basis.
- ii) When an early retiree or disabled participant pays the full cost of coverage on an after-tax basis and has a "Non-qualified" dependent child, there is no additional taxable income requirement because the plan member is already paying the full cost of coverage.
- iii) When a former employee pays a portion of the cost of coverage on an after-tax basis and has a "Non-qualified" dependent child, the cost of coverage for the child in excess of the after-tax payment would be taxable to the former employee. This amount would be reported on a W-2 form.

#### 3. Eligible Dependent Children

- a) An eligible child, unmarried or married, can include your own biological child, legally adopted child, or child placed for the purposes of adoption, foster child, stepchild, and any other child state or federal law requires be treated as a dependent.
  - i) For a child who is being adopted, the date of placement means the date you assume and retain the legal obligation for total or partial support of the child in anticipation of your adoption of the child. A child's adoption placement terminates upon the termination of the legal obligation of total or partial support.
  - ii) To be considered a dependent child, a foster child must be placed by the court in your custody.
  - iii) To be considered a dependent child, a stepchild must be the child of your spouse by a previous marriage or relationship.

Note: The spouse of your eligible married dependent child is not eligible for coverage.

- b) If both you and your spouse work for the University of Minnesota, then either of you, but not both, may cover your eligible dependent children/grandchildren. This also applies to two divorced or unmarried employees who share legal responsibility for their dependent children or grandchildren.
- c) Your unmarried grandchild is eligible for coverage if he/she is your tax dependent; if the grandchild is placed in your legal custody; or if the grandchild is legally adopted or placed with you for the purpose of adoption. The grandchild must be dependent upon you for more than one-half of his/her support, and you must claim the grandchild as a dependent on your tax return. In these instances, the contributions made by the University and your pre-tax contributions are not considered taxable income on your tax returns.

Your unmarried grandchild is also eligible for coverage if (1) he/she is in your legal custody and dependent upon you for principal support and maintenance, but is a qualified tax dependent of another person or (2) your unmarried grandchild is the dependent child of your unmarried dependent child, and even though the grandchild may be dependent upon you for principal support and maintenance, he/she would not be eligible to be your tax dependent under tax regulations. In these instances, the contributions made by the University to your grandchild's coverage as well as your contributions are considered taxable income on your tax returns.

Newborns — Your newborn infant grandchild is eligible under the Plan for coverage if the grandchild is financially dependent upon you and resides with you continuously from birth. Coverage for the grandchild may terminate if the grandchild does not continue to reside with you continuously, if the grandchild does not remain financially dependent upon you, or when the grandchild reaches age 25.

#### 4. Eligibility of Spouse

If both you and your spouse work for the University of Minnesota, then either of you has the option of adding the other as a dependent to family coverage. The spouse added to the family coverage must waive employee coverage. Call 612-624-8647 or 800-756-2363 to reach the Employee Benefits Service Center.

#### 5. Coverage of Disabled Children of Any Age

- a) Your dependent child of any age is eligible for coverage and tax favored status if he/she is incapable of self-sustaining employment by reason of mental retardation, mental illness, mental disorder, or physical disability, and is chiefly dependent upon you for his/her support and maintenance (meaning you provide for more than one-half of the child's support).
- b) A dependent child must be certified by the UPlan Medical Claims Administrator to be disabled prior to age 26, based on proof that the child meets the above requirements.
  - i) If for any reason, you drop coverage for a disabled dependent prior to age 26, then wish to cover the child again, coverage must be added prior to the child turning age 26, and his/her disabled status recertified by the Claims Administrator.
  - ii) Once your disabled child has reached age 26, the child must be continuously covered under the Plan in order to maintain eligibility.
- c) A disabled dependent child who is 26 years of age or older and unmarried at the time of your initial eligibility for coverage in the Plan, may be enrolled for coverage if:
  - i) You (the employee) enroll for coverage during your initial eligibility period, and;

ii) The UPlan Medical Claims Administrator certifies that the dependent meets the above requirements. Proof of disability status must be provided within 31 days of your initial date of eligibility and enrollment in the Plan.

The disabled dependent shall be eligible for coverage as long as he/she continues to be disabled and dependent, unless coverage otherwise terminates under the Plan.

A dependent child who is considered to be disabled by the UPlan Medical Claims Administrator will be eligible for tax favored coverage under the Plan, regardless of age.

#### 6. Children Covered by Child Support Order

Children of the employee who are required to be covered by reason of a Qualified Medical Child Support Order are eligible, as required by federal and state law to assure that children who do not live with both of their biological parents have adequate medical coverage. This provision does not apply to children of the spouse who are not also children of the employee.

#### 7. Not Eligible

For purposes of coverage under the Plan, your parents, grandparents, in-laws, brothers, sisters, aunts, uncles, cousins and other extended family members, same-sex domestic partners and their children, and unmarried opposite-sex domestic partners and common-law spouses are not eligible dependents.

#### 8. Family Status Change

To make changes in your medical, dental, optional life coverage, or flexible spending accounts after you are first eligible or outside of the annual open enrollment period, you must have a change in family status. The coverage change must be consistent with the family status change. A request for change in your coverage due to a family status change must be made within 30 days of the date of change.

Failure to apply for a change in coverage within 30 days of the family status change means that you will not be able to make a change until the next available open enrollment period.

Family status changes include:

- » Change in legal marital status, including marriage, divorce, or annulment.
- » Death of your spouse or last eligible dependent child.
- » Birth or adoption of your eligible dependent child.
- » Change in last dependent child's eligibility because of age.
- » Commencement or termination of employment for you, spouse, or dependent.
- » Changes in your or your spouse's employment status from part time to full time or from full time to part time.
- » Change in the place of residence or worksite for you, spouse, or dependent to a location outside of the current plan's service area and the current plan is not available.

Call Employee Benefits if you have more specific questions about changes in your coverage.

#### 9. Dependent Eligibility Verification

The University has a responsibility to ensure UPlan resources are well managed and to apply the dependent eligibility rules fairly and equally. For both these reasons, you will be asked to verify eligibility of your dependents if they are added to your UPlan coverage when you are a new employee, when you acquire a new dependent, or during Open Enrollment.

You will need to verify the eligibility of these dependents by providing documentation such as a tax form, marriage certificate, or a birth or adoption certificate.

Please respond to the verification request from Employee Benefits promptly to ensure coverage for your dependents.

#### **B. Effective Date of Coverage**

- 1. The initial effective date of coverage is the first day of the month following the first day of employment, newly benefits-eligible position, reemployment, or reinstatement. You must be actively at work on the initial effective date of coverage, or coverage will be delayed until the first day of the payroll period following the date the employee returns to active payroll status. However, if you are not actively at work on the initial effective date of coverage due to your health status, medical condition, or disability, or that of your dependent, as such terms are defined in Section 9802(a) of the Internal Revenue Code and related regulations, coverage shall not be delayed.
- If you and your dependents apply for coverage during an open enrollment period, coverage will become effective on January 1 of the following year.
- 3. Disabled dependents are covered from your effective date of coverage.
- For the purposes of this entire section, a dependent's coverage may not take effect prior to an employee's coverage.

#### C. Initial Enrollment

1. You must complete your enrollment for yourself and any eligible dependents within 30 days of date of hire or from the date you first become eligible, if currently employed. Payroll deductions will be based on your effective date of coverage not on the date your enrollment was completed. Failure to enroll within 30 days will result in no coverage for you and any eligible dependents. However, you will be permitted to enroll at the next Open Enrollment or sooner in the event of a qualified change in family status (see E. Midyear Enrollment Due to Status Change).

2. You must complete your enrollment for a newly acquired eligible dependent within 30 days of when you first acquire the dependent (e.g., through marriage). Payroll deductions will be based on the effective date of coverage not on the date your enrollment was completed. Failure to enroll within 30 days will result in no coverage for the newly acquired dependent. The next opportunity to enroll the dependent will be at Open Enrollment or sooner in the event of a qualified change in family status (see E. Midyear Enrollment Due to Status Change).

#### D. Open Enrollment

During the University of Minnesota UPlan annual Open Enrollment period you may change dental plans, enroll in coverage for yourself, waive coverage, and add or drop dependents from your coverage for the upcoming plan year.

#### E. Midyear Enrollment Due to Status Change

If you have a status change and fail to enroll within the times listed below, you will lose that opportunity and cannot make a change until the next Open Enrollment period. Please take note of the time frames allowed for you to make midyear enrollment changes.

You may add coverage within your selected UPlan dental plan option for all eligible dependents within 30 calendar days of the following events:

- 1. You legally marry.
- If your dependent spouse loses group coverage, you
  may add family coverage. Loss of coverage includes any
  change in coverage that results in termination of your
  dependent's coverage, even if it is immediately replaced
  by other subsidized coverage.

You must complete enrollment within 30 days of the date of loss of coverage in order to be eligible under this provision. You must also provide a statement from the former dental claims Administrator documenting the loss of coverage.

Loss of coverage does not include the following:

- a) A change in dental claims Administrators through the same employer where the coverage is continuous and uninterrupted;
- b) A change in your dependent's dental plan benefit levels: and
- c) A voluntary termination of coverage by your dependent, including, but not limited to termination or reduction of coverage due to the adoption of cafeteria-style plans.
- When you acquire a dependent child. In addition, at this
  time you can add your spouse and any other eligible
  dependent children who have not been covered under
  the UPlan.
- When your dependent child to age 26 meets the eligibility criteria described in the chart in A. Eligibility.

#### F. Midyear Change to Dental Plan Selection

You and your dependents may be allowed to make a change to your dental plan selection outside of the initial period of eligibility or annual open enrollment. The midyear plan selection enrollment must occur within 30 calendar days of the status changes specified below.

- Any Claims Administrator participating in the University
  of Minnesota UPlan is placed into reorganization or
  liquidation or is otherwise unable to provide the services
  specified in the Summary of Benefits.
- 2. Any Claims Administrator participating in the University of Minnesota UPlan loses all or a portion of its primary care provider network (including Hospitals) to the extent that primary care services are not accessible or available within 30 miles of your work location or residence.
- Any Claims Administrator participating in the University of Minnesota UPlan terminates or is terminated from participation in the UPlan.

- 4. The University of Minnesota approves a request from an employee due to an administrative error that occurs during the open enrollment process.
- 5. An enrollee moves or is transferred to a location outside of the current plan's service area and the enrollee's current plan is not available.
- Retirees may elect to change to another UPlan dental plan in the 60 days immediately preceding the effective date of retirement.

#### G. Adding New Dependents

Enrollment is required to add a new dependent. Filing a claim for benefits is not sufficient notice to add a dependent. This part outlines the time periods for enrollment and the date coverage starts. See B. Effective Date of Coverage for when coverage is effective.

#### 1. Adding a spouse.

A spouse is eligible on the date of legal marriage.

You must complete enrollment within 30 days after the legal marriage for coverage to become effective on the date of legal marriage. Deductions for the appropriate level of family coverage will begin with the first day of the payroll period that includes the date of legal marriage.

#### 2. Adding newborns.

You have the option of enrolling the child within 30 days of the date of birth or waiting until Open Enrollment

#### 3. Adding children placed for adoption.

You have the option of enrolling the child within 30 days of the date of placement or waiting until Open Enrollment

In all cases, application for coverage under the Plan must be made within 30 days of the event permitting enrollment and must include the following information: name, date of birth, gender, Social Security number, and relationship to the employee.

#### H. ACA Special Enrollment

The employee is eligible to participate in UPlan Dental coverage for one year, under guidelines of the Affordable Care Act (ACA), if he/she was not originally an eligible participant, but has worked 30 hours or more per week on average during the past year. Eligibility for this coverage is determined once a year for all employees who have worked over a year. Eligibility for employees who have recently completed one year of service is determined on a monthly basis. Each employee will be notified in writing if he/she becomes eligible under ACA guidelines. The employee will need to continue to work 30 hours or more per week on average in future years to remain eligible for ACA coverage for the following year.

#### I. Waive Coverage

You have the option as a new employee and during Open Enrollment to waive coverage, which means you do not have coverage, or to decrease dental coverage.

The following status change events also allow you to waive or decrease dental coverage midyear:

- » Your legal marriage terminates
- » You gain dental coverage through your spouse
- » You experience a significant change in employer contributions
- » You move to a new location outside of your current plan's service area and your current plan is not available
- » You retire

If you decide to waive coverage as a result of a status change event, you must waive coverage within 30 days of the qualifying event. Failure to waive coverage within 30 days of the event will result in not being able to make changes until the following Open Enrollment.

#### J. Elect Coverage after Waiving Coverage

If you waived dental coverage, you can elect dental coverage again during the next open enrollment period, or midyear as a result of the following status change events:

- » Your legal marriage
- » The birth or adoption of your child
- » The death of your spouse or last dependent child
- » Your divorce
- » You lose coverage through your spouse
- » You experience a significant change in employer contributions
- » Your dependent child to age 26 meets eligibility criteria as stated in the chart in A. Eligibility

If you decide to elect coverage as a result of a status change event, you must enroll within 30 days of the qualifying event. Failure to enroll within 30 days of the event will result in not being able to make changes until the following Open Enrollment.

#### K. Termination of Coverage

Coverage for you and/or your dependents will terminate on the earliest of the following dates, except that coverage may be continued in some instances as specified in M. Continuation.

- For you and your dependents, the date that either the Claims Administrator or the University of Minnesota terminates the Plan.
- For you and your dependents, the last day of the month in which you retire, unless you and your dependents are eligible for and elect to maintain coverage under this Plan or a separate Medicare contract.
- For you and your dependents, the last day of the month in which you terminate employment or in which your eligibility under this Plan ends.

- 4. For you and your dependents, the last day of the month following the receipt of a written request by you to cancel coverage. Approval to terminate coverage will only be granted if the request is consistent with a status change. Status changes include, but are not limited to:
  - a) loss of dependent status of a sole dependent;
  - b) death of a sole dependent;
  - c) divorce:
  - d) change in employment condition of an employee or spouse;
  - a significant change of spouse insurance coverage (cost of coverage is not a significant change); and
  - f) during an open enrollment.

In the event that you experience one of these status changes, you are obligated to contact Employee Benefits within 30 days.

- For a child covered as a dependent, the last day of the month in which the child is no longer eligible as a dependent. Coverage terminates on the last day of the month in which a dependent turns age 26.
- For a dependent, the effective date of coverage, if the employee or his/her dependent knowingly makes fraudulent misstatements regarding the eligibility of the dependent for coverage.
- 7. For an enrollee who is directly billed by the University of Minnesota, the last day of the month for which the last full payment was received, if the enrollee fails to make full payment within 30 days of the date the bill was due, whichever is later.

- 8. For any enrollee who is directly billed by the Claims Administrator and/or COBRA Administrator, the last day of the month for which the last payment was received, if the enrollee fails to make full payment within 30 days of the date the bill was due. Enrollees include COBRA participants, disabled participants, and retirees under age 65.
- 9. For a retiree and/or dependent over age 65 who terminates Medicare Part B Coverage, or who fails to apply for Medicare Part B Coverage within 30 days of the effective date of retirement, within 30 days after the retiree or dependent receives notice from the Claims Administrator.

In the event you no longer meet eligibility requirements, but your coverage has inadvertently been continued, the date of coverage termination depends on whether the employee contribution payments have been made.

- a) If no or inadequate employee contribution payments have been made (including failure to make full continuation contribution payments for ineligible dependents), the coverage will be retroactively terminated to the date of loss or lack of eligibility.
- b) If full employee contribution payments have been made (including full continuation contribution payments), the University of Minnesota UPlan may terminate coverage prospectively.

#### L. Misuse of Plan

You will be subject to disciplinary action up to and including loss of coverage and termination of employment if you:

- a) submit fraudulent, altered, or duplicate billings for any reason, including but not limited to submissions for personal gain;
- b) enroll or allow another party who is not eligible or covered under this Plan to use your coverage or plan identification to obtain coverage;
- c) fail to notify Employee Benefits on a timely basis of loss of eligibility for your dependents; or
- d) provide false, incorrect or fraudulent information on your enrollment, including your enrollment of dependents, as well as on the Dependent Eligibility Verification request from the University.

#### M. Continuation

You or your covered dependents may continue coverage under this Plan if current coverage ends because of any of the qualifying events listed on the following page. You or your dependent must be covered under the Plan before the qualifying event in order to continue coverage. In all cases, continuation ends if the UPlan ends or required charges are not paid when due.

The following section generally describes continuation coverage under this Plan. Also refer to **XI. COBRA Notice** for more information.

Qualifying Event  Employment ends, certain leaves of absence, layoff, or reduction in hours (except gross misconduct dismissal)	Who May Continue Employees and dependents	Maximum Continuation Period  Earlier of:  » Enrollment date in other group coverage, or  » 18 months
Divorce	Former spouse and any dependent children who lose coverage	Earlier of:  » 36 months from the date of divorce  » Enrollment in other group coverage, or  » Date coverage would otherwise end
Death of employee	Surviving spouse and dependent children	Earlier of:  » Enrollment date in other group coverage, or  » Date coverage would otherwise end
Dependent child loses eligibility	Dependent child	Earlier of:  » 36 months from the date of losing eligibility,  » Enrollment in other group coverage, or  » Date coverage would otherwise end
Employee retires at age 65 or over and enrolls in Medicare Part A, Part B, or both	Employee and dependents	Earliest of:  » 36 months from date of enrollment in  Medicare  » Enrollment in other group coverage, or  » Date coverage would otherwise end
Surviving dependent of retiree on lifetime continuation due to bankruptcy of Employer	Surviving spouse and dependents	» 36 months following retiree's death
Total disability*	Employee and dependents	Earlier of:  » Date total disability ends, or  » Date coverage would otherwise end
Total disability of dependent**	Dependent	Earliest of:  » 18 months, or  » 29 months after the employee leaves employment, or  » Date total disability ends, or  » Date of enrollment in Medicare, or  » Date coverage would otherwise end

- \* Total disability means the employee's inability to engage in or perform the duties of the employee's regular occupation or employment within the first two (2) years of the disability. After the first two (2) years, it means the employee's inability to engage in any paid employment or work for which the employee may, by education and training, including rehabilitative training, be or reasonably become qualified. For employees disabled prior to January 1, 1992, total disability means the employee's inability to engage in or perform the duties of the employee's regular occupation or employment from the date of disability.
- \*\* If the dependent is disabled at the time the employee leaves employment or becomes disabled within the first 60 days of continuation of coverage, continuation for the dependent may be extended beyond the 18 months of continuation. In order to qualify, the disabled dependent must meet the following notice requirements during the 18 months of continuation:
  - » The dependent must apply for Social Security benefits and be determined to have been totally disabled at the time of the qualifying event or within the first 60 days of continuation of coverage.
  - » The dependent must notify the COBRA Administrator of the disability determination within 60 days after the disability determination.

#### 1. Choosing continuation

If you lose coverage, the Plan will notify you within 14 days after employment ends of the option to continue coverage. If coverage for your dependent ends because of divorce or any other change in dependent status, you or your covered dependents must notify Employee Benefits in writing within 30 days after the qualifying event occurs.

You or your covered dependents must choose to continue coverage by notifying the Plan by completing an

application. You or your covered dependents have 60 days to choose to continue, starting with the date of the notice of continuation or the date coverage ended, whichever is later. Failure to choose continuation within the required time period will make you or your covered dependents ineligible to choose continuation at a later date.

You or your covered dependents have 45 days from the date of choosing continuation to pay the first continuation charges. After this initial grace period, you or your covered dependents must pay charges monthly in advance to the COBRA administrator to maintain coverage in force.

Charges for continuation are the UPlan group rate plus a two-percent (2%) administration fee. (If the qualifying event for continuation is the employee's total disability, the administration fee is not required.) All charges are paid according to the instructions in the COBRA and State Continuation Coverage form.

#### 2. Additional qualifying events

If additional qualifying events occur during continuation, dependent qualified beneficiaries may be entitled to election rights of their own and an extended continuation period. This only applies when the initial qualifying event for continuation is the employee's termination of employment, reduction in hours, retirement, leave of absence or layoff.

When a second qualifying event occurs, such as the death of the former covered employee, the dependent must notify the employer of the additional event within 31 days after it occurs in order to continue coverage. Continuation charges must be paid in the same manner as for the initial qualifying event.

A qualified beneficiary is any individual covered under the medical plan the day before the qualifying event, as well as a child who is born or placed for adoption with the covered employee during the period of continuation of coverage.

#### 3. Cost verification

The University will provide you or your eligible dependents, upon request, written verification of the cost of continuation coverage at the time of eligibility or at any time during the continuation period.

#### N. Choosing a Dental Plan

Eligible employees and their dependents may select a dental plan based upon either work location or where they live. There may be other options that you can choose, but they have limited provider availability. All other enrollees (disabled, COBRA, and early retirees) may choose a dental plan based upon where they live.

# O. Employees Whose Permanent Work Location is Outside of Minnesota

Designated employees whose permanent work location is out of the state of Minnesota and surrounding border communities may self-refer to any licensed provider and receive in-network base plan benefits. Employee Benefits must have notification from the employee's department to verify that the employee works out of state for the University. Contact Employee Benefits if there are any questions on the benefits.

#### P. Retirement

An employee covered by the UPlan who is retiring from the University at age 55 or older with five years of service, age 50 to 54 with 15 years of service, or regardless of age with 30 years of service, who is eligible to maintain participation in the UPlan may maintain dental coverage with the University. Individuals on a University separation program, meeting the above criteria, are eligible to continue in the UPlan regardless of age.

The employee must complete the proper forms with the University preferably before retirement but within 30 days after the effective date of retirement.

If the employee did not choose coverage for dependents upon retirement, the employee may add them later if an eligible spouse loses other group coverage or if the employee marries after retirement. The employee must send a written request for a change in coverage to Employee Benefits within 30 days of the event.

If a retiring employee fails to make a proper election within the 30-day time period, the retiring employee may continue coverage for up to 18 months in accordance with state and federal law.

See item M. Continuation for information on your continuation rights.

In any event, failure to pay the premium will result in termination of coverage. Once coverage has been terminated for any reason, voluntary or involuntary, the retiree, early retiree, and the dependents may not rejoin the University of Minnesota UPlan.

#### Q. Long-Term Disability

An employee covered by the UPlan who is approved under a University-sponsored Long-Term Disability program may maintain dental coverage with the University by paying the full cost. When disability status ceases, the individual may continue dental coverage for the remainder of the COBRA entitlement period, which runs concurrently with the benefits extended under this program in accordance with state and federal law.

See item M. Continuation for information on your continuation rights.

However, the employee may maintain dental coverage indefinitely with the University under the University UPlan Dental Program provided that the retirement age and service requirements are met. In any event, failure to pay the premium will result in termination of coverage.

## III. Plan Descriptions

#### A. Delta Dental PPO

Delta Dental PPO is an affordable, network-only plan. This plan offers benefits and the greatest cost savings when receiving care from a dentist participating in the Delta Dental PPO network, with exception for out-of-area emergencies. The Delta Dental PPO network includes nearly 1,700 participating dentists and specialists in 74 Minnesota counties and border communities. Additionally, the national Delta Dental PPO network offers 89,500 participating dentists across the country.

A Delta Dental PPO network dentist is a dentist who has signed a Delta Dental PPO agreement with Delta Dental of Minnesota. The dentist has agreed to accept the Delta Dental PPO Maximum Amount Payable as payment in full for covered dental care. You will be responsible for any applicable deductible and coinsurance amounts listed in the IV. Benefit Features section. A Delta Dental PPO dentist has agreed not to bill more than the Delta Dental PPO Maximum Amount Payable. A Delta Dental PPO dentist has also agreed to file the claim directly with Delta Dental.

You do not need to select a primary dental clinic when you enroll.

#### How to Access a Provider Directory

The most up-to-date participating provider information can be accessed on Delta Dental's website at **www.deltadentalmn.org/uofm.** If you need additional information, call Delta Dental Customer Service Center at 651-406-5916 or 1-800-553-9536.

Note: When you call to make a dental appointment, always verify if the dentist is a Delta Dental PPO participating dentist.

#### **B. Delta Dental Premier**

Delta Dental Premier is a flexible plan that offers access to the broad Delta Dental Premier network, as well as access to the more cost-effective Delta Dental PPO network. Delta Dental Premier is the largest dental network in the country with over 145,000 participating providers. In Minnesota, the Delta Dental Premier network is also the largest dental network with more than 3,100 participating dentists and specialists in 86 Minnesota counties and border communities. Seeing a dentist in either of the Delta Dental networks will help you make the most of your benefits and can result in lower out-of-pocket costs. While you can always visit an out-of-network dentist, your out-of-pocket costs may be higher.

A Delta Dental Premier dentist is a dentist who has signed a participating and membership agreement with his/her local Delta Dental Plan. The dentist has agreed to accept Delta Dental's Maximum Amount Payable as payment in full for covered dental care. Delta Dental's Maximum Amount Payable is a schedule of fixed dollar maximums established solely by Delta Dental for dental services provided by a licensed dentist who is a participating dentist. You will be responsible for any applicable deductible and coinsurance amounts listed in the IV. Benefit Features section. A Delta Dental Premier dentist has agreed not to bill more than Delta Dental's allowable charge. A Delta Dental Premier dentist has also agreed to file the claim directly with Delta Dental.

You do not need to select a primary dental clinic when you enroll.

#### How to Access a Provider Directory

The most up-to-date participating provider information can be accessed on Delta Dental's website at **www.deltadentalmn.org/uofm.** If you need additional information, call Delta Dental Customer Service Center at 651-406-5916 or 1-800-553-9536.

Note: When you call to make a dental appointment, always verify if the dentist is a Delta Dental Premier participating dentist.

# III. Plan Descriptions

#### C. University Choice

University Choice is administered by Delta Dental and offers freedom to see any provider of your choice. Seeing a dentist who participates in the Delta Dental PPO or Delta Dental Premier networks may result in lower out-of-pocket costs, in addition to waiving the \$50 deductible under this program.

#### D. UPlan HealthPartners Dental

UPlan HealthPartners Dental is an affordable, network-only plan. Under this plan you must visit a dentist participating in the network to receive benefits. This plan's network has more than 1,700 dentists and specialists at over 1,350 dental clinics in Minnesota and border communities. HealthPartners Dental also has a large nationwide network of participating dentists and specialists. You do not need to select a primary care dentist when you enroll. A HealthPartners network dentist has agreed not to bill more than the HealthPartners allowable fee. You will be responsible for any applicable deductible and coinsurance amounts listed in IV. Benefits Features.

The HealthPartners Dental Directors, or their designees, make coverage determinations and make final authorization for certain covered services based on the University's Plan design. Coverage determinations are based on established dental policies, which are subject to periodic review and modification by the dental directors. Certain benefit limitations may be waived upon submission, by your dentist, of documentation of dental necessity.

#### How to Access a Provider Directory

HealthPartners' website at www.healthpartners.com/uofm offers the most complete, current version of the network to help you locate a participating provider. For additional information, you may call HealthPartners Member Services at 952-883-5000 or 1-800-883-2177.

Note: When you call to make a dental appointment, always verify if the dentist is a UPlan HealthPartners Dental participating dentist.

#### **Second Opinions for Network Services**

If you question a decision by a network dentist about dental care, the Plan covers a second opinion from a network dentist.

#### E. UPlan HealthPartners Dental Choice

UPlan HealthPartners Dental Choice is a broad network plan that also offers out-of-network benefits. Visiting a dentist in the HealthPartners network will help you receive the highest level of benefits. The network for this plan has more than 2,700 dentists and specialists at over 2,000 dental clinics in Minnesota and border communities. HealthPartners Dental Choice also has a large nationwide network of participating dentists and specialists. You do not need to select a primary care dentist when you enroll. A HealthPartners network dentist has agreed not to bill more than the HealthPartners allowable fee. You will be responsible for any applicable deductible and coinsurance amounts listed in IV. Benefits Features.

The HealthPartners Dental Directors, or their designees, make coverage determinations and make final authorization for certain covered services based on the University's Plan design. Coverage determinations are based on established dental policies, which are subject to periodic review and modification by the dental directors. Certain benefit limitations may be waived upon submission, by your dentist, of documentation of dental necessity.

#### How to Access a Provider Directory

HealthPartners' website at www.healthpartners.com/uofm offers the most complete, current version of the network to help you locate a participating provider. For additional information, you may call HealthPartners Member Services at 952-883-5000 or 1-800-883-2177.

Note: When you call to make a dental appointment, always verify if the dentist is a UPlan HealthPartners Dental Choice participating dentist.

#### **Second Opinions for Network Services**

If you question a decision by a network dentist about dental care, the Plan covers a second opinion from a network dentist.

#### A. Benefits

The Program covers the following dental procedures when they are performed by a licensed dentist and when necessary and customary as determined by the standards of generally accepted dental practice. The benefits under this Program shall be provided whether the dental procedures are performed by a duly licensed physician or a duly licensed dentist, if otherwise covered under this program, provided that such dental procedures can be lawfully performed within the scope of a duly licensed dentist.

As a condition precedent to the approval of claim payments, the Claims Administrator shall be entitled to request and receive, to such extent as may be lawful, from any attending or examining dentist, or from hospitals in which a dentist's care is provided, such information and records relating to a Member as may be required to pay claims. Also, the Claims Administrator may require that a Member be examined by a dental consultant retained by the Claims Administrator in or near the Member's place of residence. The Claims Administrator shall hold such information and records confidential.

To Avoid any Misunderstanding of Benefit Payment Amounts, Ask Your Dentist about His or Her Network Participation Status within Your Plan Network Prior to Receiving Dental Care.

The Claims Administrator does not determine whether a service submitted for payment or benefit under this Plan is a dental procedure that is dentally necessary to treat a specific condition or restore dentition for an individual. The Claims Administrator evaluates dental procedures submitted to determine if the procedure is a covered benefit under your dental Plan.

Your dental Plan includes a preset schedule of dental services that are eligible for benefit by the Claims Administrator.

Other dental services may be recommended or prescribed by your dentist that are dentally necessary, offer you an enhanced cosmetic appearance, or are more frequent than covered by the Plan. While these services may be prescribed by your dentist and are dentally necessary for you, they may not be

a dental service that is covered by this Plan or they may be a service where the Plan provides a payment allowance for a service that is considered to be optional treatment.

If the Plan gives you a payment allowance for optional treatment that is covered by the Claims Administrator, you may apply this Plan payment to the service prescribed by your dentist which you elected to receive. Services that are not covered by the Plan or exceed the frequency of Plan benefits do not imply that the service is or is not dentally necessary to treat your specific dental condition. You are responsible for dental services that are not covered by the Claims Administrator. Determination of services necessary to meet your individual dental needs is between you and your dentist.

ONLY those services listed are covered. Deductibles and maximums are listed under the Plan Comparison Chart. Covered services are subject to the limitations described within IV. Benefit Features and V. Exclusions and General Limitations.

#### B. Pretreatment Estimate (Estimate of Benefits)

It is recommended that your dentist submit a claim form outlining the proposed treatment to the Dental Claims

Administrator prior to treatment to estimate the amount of payment if your dental treatment involves major restorative, periodontic, prosthetic, or orthodontic care. The pretreatment estimate is a valuable tool for both you and the dentist.

Submission of a pretreatment estimate allows the dentist and the Member to know what benefits are available to the Member before beginning treatment. The pretreatment estimate will outline the Member's responsibility to the dentist with regard to deductibles, coinsurance, and non-covered services and allow the dentist and the Member to make any necessary financial arrangements before treatment begins.

This process does not prior authorize the treatment nor determine its dental or medical necessity. The estimated Delta Dental or HealthPartners payment is based on the Member's current eligibility and current available contract benefits.

The subsequent submission of other claims, a change in eligibility, a change in the contract coverage, or the existence of other coverage may alter the Delta Dental or HealthPartners final payment amount as shown on the pretreatment estimate form.

Delta Dental plans will send the Pretreatment Estimate of Benefits statement to you and your dentist. HealthPartners will send the Pretreatment Estimate of Benefits to your dentist. You will be responsible for payment of any deductibles and coinsurance amounts or any dental treatment that is not considered a covered service under the Plan.

#### C. Claim Payments

#### **HealthPartners**

HealthPartners bases claim payments for dental services by network providers on the lower of the dentist's billed amount or the HealthPartners allowable fee. HealthPartners bases claim payments for dental services by non-network (nonparticipating) dentists on the Usual and Customary amount, which is the charge for dental care consistent with the average rate or charge for identical or similar services in a certain geographical area.

The portion of a billed charge for an otherwise covered service by a non-network (nonparticipating) dentist that is in excess of the Usual and Customary charge is excluded. Also not covered are charges or a portion of a charge which is either a duplicate charge for a service or charges for a duplicate service.

#### **Delta Dental**

Delta Dental bases claim payments on the Plan's Payment Obligation, which is defined separately for each Plan.

For **Delta Dental PPO** dentists, claim payments are based on the Plan's Payment Obligation, which is the highest fee amount Delta Dental approves for dental services provided by a Delta Dental PPO dentist to a Delta Dental Member.

The Plan Payment Obligation for Delta Dental PPO dentists is the lesser of:

 The fee pre-filed by the dentist with his or her Delta Dental organization;

- 2) The Delta Dental PPO Maximum Amount Payable as determined by Delta Dental;
- 3) The fee charged or accepted as payment in full by the Delta Dental PPO dentist regardless of the amount charged.

All Plan Payment Obligations are determined prior to the calculation of any Member deductibles and coinsurance as provided under the Member's Delta Dental program.

For **Delta Dental Premier** dentists, claim payments are based on the Plan's Payment Obligation which is the highest fee amount Delta Dental approves for dental services provided by a Delta Dental Premier dentist to a Delta Dental Member. The Plan Payment Obligation for Delta Dental Premier dentists is the lesser of:

- 1) The fee pre-filed by the dentist with his or her Delta Dental organization;
- The Maximum Amount Payable as determined by Delta Dental;
- 3) The fee charged or accepted as payment in full by the Delta Dental Premier dentist regardless of the amount charged.

All Plan Payment Obligations are determined prior to the calculation of any Member deductibles and coinsurance as provided under the Member's Delta Dental program.

For Nonparticipating dentists, claim payments are based on the Plan's Payment Obligation, which for nonparticipating dentists is the treating dentist's submitted charge or the Table of Allowances established solely by Delta Dental, whichever is less. The Table of Allowances is a schedule of fixed dollar maximums established by Delta Dental for services rendered by a licensed dentist who is a nonparticipating dentist. Claim payments are sent directly to the Member.

#### **Out-of-Network Providers**

Note: All members seeking services from out-of-network providers may be subject to balance billing from the provider. Balance billing means you are responsible for the difference between the treating dentist's submitted charges and the allowed amount, in addition to the out-of-network deductible/coinsurance.

#### D. Plan Maximums

The annual plan maximum for all benefits per person per contract year is \$1,800.

However, the orthodontic benefit has a separate \$2,800 lifetime maximum per covered dependent up to age 19. The orthodontic benefit does not start over if you change plans.

#### E. Emergency Services

Benefit	Delta Dental PPO HealthPartners Dental In-Network Only	Delta Dental Premier HealthPartners Dental Choice	Delta Dental Premier HealthPartners Dental Choice	University Choice (Delta Dental) Open Access
<b>Emergency Services</b>	In-Network Only	In-Network	Out-of-Network	Open Access
1. Emergency Dental Services	In-network services provided same as any service; out-of-network services apply \$50 deductible then same as any in-network services	Provided same as eligible dental services		vices

### This applies only to Delta Dental PPO and UPlan HealthPartners Dental Plans (In-Network Only Plans):

You will be reimbursed for out-of-network emergency dental services at the in-network coinsurance level, after a \$50 deductible. You will be responsible for the deductible and your coinsurance for the emergency dental services provided by a nonparticipating dentist.

Note: Delta Dental PPO and UPlan HealthPartners Dental offer nationwide networks. If you use an in-network dentist when you are out of state, the deductible will not be charged.

#### **Covered Services**

Emergency dental treatment including diagnostic and palliative procedures for:

- » a dental emergency which involves acute pain; and
- $\ensuremath{\text{\textit{»}}}$  a dental condition which requires immediate treatment.

- » Services that Delta Dental or HealthPartners determine are not emergency in nature.
- » For out-of-network coverage, refer to the note on page 29.

#### F. Preventive Care

Benefit	Delta Dental PPO HealthPartners Dental In-Network Only	Delta Dental Premier HealthPartners Dental Choice	Delta Dental Premier HealthPartners Dental Choice	University Choice (Delta Dental) Open Access
Preventive Care	In-Network Only	In-Network	Out-of-Network	Open Access
1. Diagnostic and Preventive Services	100%	100%	50%	100%

#### **Covered Services**

- » Oral Evaluations New patient and periodic examinations are covered two times per calendar year.
- » Comprehensive and Limited Oral Evaluations See Plan Differences section.
- » Radiographic Images (X-rays)
  - Bitewings Covered at one series of bitewings per calendar year.
  - Full Mouth (Complete Series) or Panoramic Covered one time per three-year period.
  - Periapical(s) single X-rays.
  - Occlusal See Plan Differences section.
- » Dental Cleaning shall be covered as follows

Prophylaxis — A procedure to remove plaque, tartar (calculus), and stain from teeth. See Plan Differences section.

Periodontal Maintenance (Prophylaxis) — A procedure that includes removal of bacteria from the gum pocket areas, scaling and polishing of the teeth, periodontal evaluation, and gum pocket measurements for patients who have completed periodontal treatment.

- » Two dental prophylaxis per calendar year;
- » An additional two periodontal maintenance (prophylaxis) per calendar year; or
- » A total of four periodontal maintenance (prophylaxis) per calendar year.

- » Fluoride Treatment (Topical application of fluoride) Covered one time per 12-month period for dependent children through the age of 18.
- » Space Maintainers See Plan Differences section.

#### **Plan Differences**

- 1. Comprehensive oral evaluations (for new patients)
  - » Delta Dental / University Choice Plans Comprehensive oral evaluations will be covered one time per dental office, subject to the two times per calendar year limitation. Any additional comprehensive oral evaluations performed by the same dental office will be covered as a periodic oral evaluation and will be subject to the two times per calendar year limitation.
  - » HealthPartners Plans Comprehensive oral evaluations (new patient exams) will be covered one time per dental office or if a patient has not received an examination from that office within three years. If the provider bills a comprehensive oral evaluation for an existing patient, a periodic (or recall) evaluation will be covered subject to the two times per calendar year limitation under oral evaluations, but the member is not responsible for the difference in fees.

#### F. Preventive Care

Benefit	Delta Dental PPO HealthPartners Dental In-Network Only	Delta Dental Premier HealthPartners Dental Choice	Delta Dental Premier HealthPartners Dental Choice	University Choice (Delta Dental) Open Access
Preventive Care	In-Network Only	In-Network	Out-of-Network	Open Access
1. Diagnostic and Preventive Services	100%	100%	50%	100%

#### Plan Differences (Continued)

# 2. Limited oral evaluations (to address specific problems or complaints)

- » Delta Dental / University Choice Plans Limited oral evaluations are covered one time per calendar year and are separate from all other oral exams.
- » HealthPartners Plans Covered.

#### 3. Occlusal

- » Delta Dental / University Choice Plans Covered at two series per 24-month period.
- » HealthPartners Plan Covered.

#### 4. Prophylaxis

- » Delta Dental / University Choice Plans A prophylaxis performed on a Member under the age of 14 will be covered as a child prophylaxis. A prophylaxis performed on a Member age 14 or older will be covered as an adult prophylaxis.
- » HealthPartners Plans Covered.

#### 5. Space Maintainers

- » Delta Dental / University Choice Plans Covered one time per lifetime on eligible dependent children through the age of 16 for extracted primary posterior (back) teeth.
- » HealthPartners Plans Covered one time per lifetime on eligible dependent children through the age of 19 for extracted primary posterior (back) teeth.

#### 6. Oral Hygiene Instructions

- » Delta Dental / University Choice Plans Not covered.
- » HealthPartners Plans Covered one time per lifetime.

#### 7. Screening and assessment of a patient

- » Delta Dental / University Choice Plans Disallowed by participating provider.
- »  $HealthPartners\ Plans Covered\ two\ times\ per\ year.$

- » Fluoride Treatment is not covered for adults and/or dependents who are age 19 or over.
- » Please refer to V. Exclusions and General Limitations.
- » Cone beam CT imaging and interpretation
- » For out-of-network coverage, refer to the note on page 29.

#### G. Basic Restorative Care

Benefit	Delta Dental PPO HealthPartners Dental In-Network Only	Delta Dental Premier HealthPartners Dental Choice	Delta Dental Premier HealthPartners Dental Choice	University Choice (Delta Dental) Open Access
Basic Restorative Care	In-Network Only	In-Network	Out-of-Network	Open Access
1. Fillings, Sealants, and Other Services	80%	80%	After \$125 deductible, 50%	After \$50 deductible, 80%

#### **Covered Services**

- » Emergency Treatment Emergency (palliative) treatment for the temporary relief of pain or infection.
- » Amalgam (silver) Restorations Treatment to restore decayed or fractured permanent or primary teeth.
- » Composite (white) Resin Restorations
  - Anterior (front) Teeth Treatment to restore decayed or fractured permanent or primary anterior teeth.
  - Posterior (back) Teeth Treatment to restore decayed or fractured permanent or primary posterior teeth.
    - **Note:** See Plan Differences section for restoration coverage and limitations.
- » Sealants or Preventive Resin Restorations Any combination of these procedures is covered one time per lifetime for permanent first and second molars of eligible dependent children through the age of 18.
- » Intravenous Conscious Sedation and IV Sedation Covered when performed in conjunction with covered oral surgery services.
- » General Anesthesia, Analgesia or Nitrous Oxide See Plan Differences section.

#### **Plan Differences**

- 1. Amalgam or Composite (white) Resin Restorations
  - » Delta Dental / University Choice Plans Coverage will be limited to only one service per tooth surface per 24-month period.
    - Delta Dental Premier and University Choice Coverage on back teeth is based on Composite (white) fillings.
    - Delta Dental PPO Coverage on back teeth is based on Amalgam (silver) fillings.

- » HealthPartners Plans Covered.
  - HealthPartners Dental Choice Coverage on back teeth is based on Composite (white) fillings.
  - HealthPartners Dental Coverage on back teeth is based on Amalgam (silver) fillings.
- » All Plans Coverage on front teeth is based on Composite (white) fillings.

#### 2. General Anesthesia, Analgesia, or Nitrous Oxide

- » Delta Dental / University Choice Plans Covered when performed in conjunction with covered oral surgery services.
- » HealthPartners Plans Covered when performed in conjunction with covered oral surgery. Nitrous oxide is covered with covered oral surgery or for children under age 13.

- » Case presentation and office visits.
- » Athletic mouthguard, enamel microabrasion, and odontoplasty.
- » Services or supplies that have the primary purpose of improving the appearance of the teeth. This includes, but is not limited to tooth whitening agents or tooth bonding and veneer covering of the teeth.
- » Placement or removal of sedative filling, base, or liner used under a restoration.
- » Please refer to V. Exclusions and General Limitations.
- » Amalgam or composite restorations placed for preventive or cosmetic purposes.
- » For out-of-network coverage, refer to the note on page 29.

#### G. Basic Restorative Care

Benefit	Delta Dental PPO HealthPartners Dental In-Network Only	Delta Dental Premier HealthPartners Dental Choice	Delta Dental Premier HealthPartners Dental Choice	University Choice (Delta Dental) Open Access
Basic Restorative Care	In-Network Only	In-Network	Out-of-Network	Open Access
2. Other restorative services including Inlays, Onlays, and Crowns	80%	80%	After \$125 deductible, 50%	After \$50 deductible, 80%

#### **Covered Services**

- » Gold foil restorations Coverage shall equal an amalgam (silver) restoration for the same number of surfaces. The Member must pay the difference in cost between the plan's payment obligation for the covered benefit and the dentist's submitted fee for the optional treatment, plus any coinsurance for the covered benefit.
- » Inlays Coverage shall equal an amalgam (silver) restoration for the same number of surfaces.
- » Note: If an inlay is performed to restore a posterior (back) tooth with a metal, porcelain, or any composite (white) based resin material, the Member must pay the difference in cost between the plan's payment obligation for the covered benefit and the dentist's submitted fee for the optional treatment, plus any coinsurance for the covered benefit.
- » Onlays or Permanent Crowns Covered one time per five-year period per tooth.
- » Implant Crowns All covered implant related services will be covered under the Prosthetics Services benefit. See Prosthetic Services in H. Major Restorative Care.
- » Crown Repair See Plan Difference section.
- » Pre-fabricated or Stainless Steel Crown See Plan Differences section.
- » Restorative cast post and core build-up, including one post per tooth and one pin per surface — Covered one time per five-year period when done in conjunction with covered complex or major restorative services.

- » Canal prep & fitting of preformed dowel & post
- » Occlusal procedures (including occlusal guard and adjustments) – See Plan Differences section.

#### **Plan Differences**

- 1. Crown Inlay/Onlay Repair
  - » Delta Dental / University Choice Plans Covered one time per 12-month period per tooth.
  - » HealthPartners Plans Covered.

**Note:** Limitation on the replacement of an existing crown: Benefit for the replacement of a crown or inlay/onlay will be provided only after a five-year period measured from the date on which the procedure was last covered.

#### 2. Pre-fabricated or Stainless Steel Crown

- » Delta Dental / University Choice Plans Covered one time per 24-month period for eligible dependent children through the age of 18.
- » HealthPartners Plans Covered.
- 3. Procedures designed to enable prosthetic or restorative services to be performed such as a crown lengthening
  - » Delta Dental / University Choice Plans Not covered.
  - » HealthPartners Plans Crown lengthening services are covered; anatomical crown exposure services are excluded.

#### G. Basic Restorative Care

Benefit	Delta Dental PPO HealthPartners Dental In-Network Only	Delta Dental Premier HealthPartners Dental Choice	Delta Dental Premier HealthPartners Dental Choice	University Choice (Delta Dental) Open Access
Basic Restorative Care	In-Network Only	In-Network	Out-of-Network	Open Access
Other restorative services including Inlays, Onlays, and Crowns	80%	80%	After \$125 deductible, 50%	After \$50 deductible, 80%

#### 4. Temporary, provisional, or interim crown

- Delta Dental / University Choice Plans Not covered.
- HealthPartners Plans Covered.

#### 5. Occlusal Procedures

- Delta Dental / University Choice Plans Covered through the age of 18.
- HealthPartners Plans Not covered.

- » Procedures designed to alter, restore, or maintain occlusion, including but not limited to: increasing vertical dimension, replacing or stabilizing tooth structure lost by attrition, realignment of teeth, periodontal splinting, and gnathologic recordings.
- » Services or supplies that have the primary purpose of improving the appearance of your teeth. This includes but is not limited to tooth whitening agents or tooth bonding and veneer covering of the teeth.
- » Please refer to V. Exclusions and General Limitations.
- » For out-of-network coverage, refer to the note on page 29.

#### G. Basic Restorative Care

Benefit	Delta Dental PPO HealthPartners Dental In-Network Only	Delta Dental Premier HealthPartners Dental Choice	Delta Dental Premier HealthPartners Dental Choice	University Choice (Delta Dental) Open Access
Basic Restorative Care	In-Network Only	In-Network	Out-of-Network	Open Access
3. Endodontic Services – Nerve or Pulp Treatment	80%	80%	After \$125 deductible, 50%	After \$50 deductible, 80%

#### **Covered Services**

- » Endodontic Therapy on Primary Teeth
  - Pulpal Therapy
  - · Therapeutic Pulpotomy
- » Endodontic Therapy on Permanent Teeth
  - Root Canal Therapy
  - · Apicoectomy
  - · Root Amputation on posterior (back) teeth
- » Complex or other Endodontic Services
  - Apexification For dependent children through the age of 16
  - · Retrograde filling
  - · Hemisection, includes root removal

**Note:** See Plan Differences section for limitations on these services.

#### Plan Differences

- Retreatment of Endodontic services that have been previously covered under the Plan
  - » Delta Dental / University Choice Plans Covered one time per two years.
  - » HealthPartners Plans Covered.

- Removal of pulpal debridement, pulp cap, post, pin(s), resorbable or non-resorbable filling material(s) and the procedures used to prepare and place material(s) in the canals (root)
  - » Delta Dental / University Choice Plans Not covered.
  - » HealthPartners Plans Covered.
- 3. Root canal obstruction, internal root repair of perforation defects, incomplete endodontic treatment
  - » Delta Dental / University Choice Plans Not covered.
  - » HealthPartners Plans Covered.
- 4. Intentional reimplantation
  - » Delta Dental / University Choice Plans Not covered.
  - » HealthPartners Plans Covered.

- » Bleaching of discolored teeth.
- » Pulpal regeneration.
- » Please refer to **V. Exclusions and General Limitations.**
- » For out-of-network coverage, refer to the note on page 29.

#### G. Basic Restorative Care

Benefit	Delta Dental PPO HealthPartners Dental In-Network Only	Delta Dental Premier HealthPartners Dental Choice	Delta Dental Premier HealthPartners Dental Choice	University Choice (Delta Dental) Open Access
Basic Restorative Care	In-Network Only	In-Network	Out-of-Network	Open Access
4. Periodontics – Gum & Bone Treatment	80%	80%	After \$125 deductible, 50%	After \$50 deductible, 80%

#### **Covered Services**

- » Basic Non-Surgical Periodontal Care Treatment for diseases for the gingival (gums) and bone supporting the teeth.
  - Periodontal scaling & root planing Covered one time per two years.
  - Full mouth debridement See Plan Differences section.
- » Complex Surgical Periodontal Care Surgical treatment for diseases for the gingival (gums) and bone supporting the teeth. The following services are considered Complex Surgical Periodontal Care under this Plan.
  - Gingivectomy/gingivoplasty
  - Gingival flap
  - · Apically positioned flap
  - Osseous surgery
  - · Bone replacement graft
  - · Pedicle soft tissue graft
  - · Free soft tissue graft
  - Subepithelial connective tissue graft
  - · Soft tissue allograft
  - · Combined connective tissue
  - · Distal/proximal wedge

**Note:** See Plan Differences section for coverage limits on the Complex Surgical Periodontal Care.

#### **Plan Differences**

#### 1. Full mouth debridement

» Delta Dental / University Choice Plans – Covered one time per lifetime. » HealthPartners Plans - Covered.

#### 2. Complex Surgical Periodontal Care

- » Delta Dental / University Choice Plans Complex Surgical Periodontal Care is covered one time per threeyear period per single tooth or multiple teeth in the same quadrant.
- » HealthPartners Plans Complex Surgical Periodontal Care is covered one time per two-year period per single tooth or multiple teeth in the same quadrant.
- 3. The controlled release of therapeutic agents or biologic materials used to aid in soft tissue and osseous tissue regeneration
  - » Delta Dental / University Choice Plans Not covered.
  - » HealthPartners Plans Covered.
- 4. Provisional splinting, temporary procedures or interim stabilization of teeth
  - » Delta Dental / University Choice Plans Not covered.
  - » HealthPartners Plans Provisional splinting is excluded; other temporary or interim services may be covered.

- » Bacteriologic tests for determination of periodontal disease or pathologic agents.
- » Medicines or drugs for non-surgical or surgical dental care, regardless of the method of administration.
- » Note: Antibiotics administered by the dental provider in the dental office will be covered.
- » Please refer to V. Exclusions and General Limitations.
- » For out-of-network coverage, refer to the note on page 29.

#### G. Basic Restorative Care

Benefit	Delta Dental PPO HealthPartners Dental In-Network Only	Delta Dental Premier HealthPartners Dental Choice	Delta Dental Premier HealthPartners Dental Choice	University Choice (Delta Dental) Open Access
Basic Restorative Care	In-Network Only	In-Network	Out-of-Network	Open Access
5. Oral Surgery — Tooth, Tissue, or Bone Removal	80%	80%	After \$125 deductible, 50%	After \$50 deductible, 80%

#### **Covered Services**

## » Basic Extractions

- Removal of coronal remnants (retained pieces of the crown portion of the tooth) on primary teeth
- · Extraction of erupted tooth or exposed root

## » Complex Surgical Extractions

- · Surgical removal of erupted tooth
- · Surgical removal of impacted tooth
- · Surgical removal of residual tooth roots

## » Other Complex Surgical Procedures

- Surgical exposure of impacted or unerupted tooth to aid eruption
- Transseptal fiberotomy
- Alveoloplasty
- Vestibuloplasty
- Removal or nonodontogenic or odontogenic cyst or tumor
- · Removal of exostosis
- Partial ostectomy
- Frenulectomy
- Oroantral fistula closure See Plan Differences section.
- Tooth reimplantation accidentally evulsed or displaced tooth - See Plan Differences section.
- Biopsy of oral tissue See Plan Differences section.

- Excision of lesion or tumor See Plan Differences section.
- Incision and drainage of abscess See Plan Differences section.
- Harvest of bone for use in autogenous grafting procedures - See Plan Differences section.

# » Temporomandibular Joint Disorder (TMJ) as covered under Minnesota Statutes Section 62A.043 Subd. 3

Dental treatment that is considered surgical and nonsurgical treatment of temporomandibular joint disorder (TMJ) and craniomandibular disorder, including splints, is subject to the coordination of benefits with your Medical Plan. A Pre-treatment Estimate of Benefits is recommended.

Note: If you or your dependents currently have medical insurance coverage, the claim must first be submitted to that medical insurance program. Any remaining costs after consideration under your medical insurance may be submitted to the Plan for further benefit (see Coordination of Benefits). You must submit a copy of the medical Explanation of Benefits (EOB) along with your claim to your Dental Plan.

If you or your dependents are not eligible for TMJ benefits under another insurance program, either medical or dental, dental services for TMJ will be covered under your Dental Plan within the noted Plan limitations, maximums, deductibles, and payment percentages of treatment costs.

## IV. Benefit Features

#### » Limitations

- 1. Reconstructive Surgery benefits shall be provided for reconstructive surgery when such dental procedures are incidental to or follow surgery resulting from injury, illness or other diseases of the involved part, or when such dental procedure is performed on a covered dependent child because of congenital disease or anomaly which has resulted in a functional defect as determined by the attending physician, to the extent as required by Minnesota Statute 62A.25 provided, however, that such procedures are dental reconstructive surgical procedures.
- 2. Inpatient or outpatient dental expenses arising from dental treatment up to age 18, including orthodontic and oral surgery treatment, involved in the management of birth defects known as cleft lip and cleft palate as required by Minnesota Statute section 62A.042.

For programs without orthodontic coverage: Dental orthodontic treatment not related to the management of the congenital condition of cleft lip and cleft palate is not covered under your Dental Plan.

For programs with orthodontic coverage: If coverage for the treatment of cleft lip or cleft palate is available under any other policy or contract of insurance, your Dental Plan shall be primary and the other policy or contract shall be secondary.

## Plan Differences

- 1. Non-Intravenous conscious sedation
  - » Delta Dental / University Choice Plans Not covered.
  - » HealthPartners Plans Covered.
- 2. Any material grafted onto bone or soft tissue, including procedures necessary for guided tissue regeneration
  - » Delta Dental / University Choice Plans Not covered.
  - » HealthPartners Plans Covered.

## 3. Surgical exposure of impacted or unerupted tooth for orthodontic reasons

- » Delta Dental / University Choice Plans Coverage is excluded for these services under the Oral Surgery benefit. See I. Orthodontics for coverage details.
- » HealthPartners Plans Covered.
- 4. Other Complex Surgical Procedures Oroantral fistula closure, Tooth reimplantation (accidentally evulsed or displaced tooth), Biopsy of oral tissue, Excision of lesion or tumor, and Incision and drainage of abscess.

**Note:** These services may be covered under your medical plan. Please contact your Dental Plan directly for dental plan consideration.

## 5. Harvest of bone for use in autogenous grafting procedures

- » Delta Dental Covered.
- » HealthPartners Plans Not covered.

## **Not Covered**

- » Medicines or drugs for non-surgical or surgical dental care, regardless of the method of administration.
  - **Note:** Antibiotics administered by the dental provider in the dental office will be covered.
- » Services or supplies that are medical in nature, including dental oral surgery services performed in a hospital.
- » Surgical repositioning of teeth.
- » Inpatient or outpatient hospital expenses.
- » Cytology sample collection Collection of oral cytology sample via scraping of the oral mucosa.
- » Please refer to V. Exclusions and General Limitations.
- » For out-of-network coverage, refer to the note on page 29.

## H. Major Restorative Care

Benefit	Delta Dental PPO HealthPartners Dental In-Network Only	Delta Dental Premier HealthPartners Dental Choice	Delta Dental Premier HealthPartners Dental Choice	University Choice (Delta Dental) Open Access
Major Restorative Care	In-Network Only	In-Network	Out-of-Network	Open Access
1. Prosthetic Services — Dentures, Partials, Bridges, and Implants	50%	50%	No coverage	After \$50 deductible, 50%

## **Covered Services**

- » Removable Prosthetic Services (Dentures and Partials) Covered one time per five-year period
  - for Members age 16 or older; See Plan Differences section for age limitation clarification.
  - for the replacement of extracted (removed) permanent teeth;
  - if five years have elapsed since the last covered removable prosthetic appliance (denture or partial) and the existing appliance needs replacement because it cannot be repaired or adjusted.
- » Fixed Prosthetic Services (Bridge) Covered one time per five-year period
  - for Members age 16 or older; See Plan Differences section for age limitation clarification.
  - for the replacement of extracted (removed) permanent teeth;
  - if none of the individual units of the bridge has been covered previously as a crown or cast restoration in the last five years; See Plan Differences section for clarification.
  - if five years have elapsed since the last covered removable prosthetic appliance (bridge) and the existing appliance needs replacement because it cannot be repaired or adjusted.

- » Implants (Single Tooth Implant Body, Abutment, and Crown)
  - Covered one time per five-year period for Members age 16 and older. Coverage includes only the single surgical placement of the implant body, implant abutment, and implant/abutment supported crown.

**Note:** Some adjunctive implant services may not be covered. It is recommended that you send in a Pretreatment Estimate, so you know what is covered prior to beginning treatment.

- » Restorative cast post and core build-up, including pins and posts – Covered one time per five-year period when done in conjunction with covered fixed prosthetic services.
- » Reline, Rebase, Repairs, Replacement of Broken Artificial Teeth, Replacement of Broken Clasp(s) — Covered when the prosthetic appliance (denture, partial or bridge) is the permanent prosthetic appliance; and only after six months following initial placement of the prosthetic appliance (denture, partial or bridge).
- » Adjustments Covered when the prosthetic appliance (denture, partial or bridge) is the permanent prosthetic appliance; and only after six months following initial placement of the prosthetic appliance (denture, partial or bridge).

Note: See Plan Differences section.

## IV. Benefit Features

## **Plan Differences**

**Note:** For HealthPartners Non-network coverage, dental services related to the replacement of any teeth missing prior to the Member's effective date are excluded.

## 1. Removable Prosthetic Services (Dentures and Partials)

- » Delta Dental / University Choice Plans Covered one time per five-year period for Members age 16 and older.
- » HealthPartners Plans Covered.

## 2. Fixed Prosthetic Services (Bridge)

- » Delta Dental / University Choice Plans Covered one time per five-year period for Members age 16 or older if none of the individual units of the bridge has been covered previously as a crown or cast restoration in the last five years.
- » HealthPartners Plans Covered one time per five-year period for replacement on prosthetic services; covered when new units need to be added for existing appliances.

## 3. Adjustments

- » Delta Dental / University Choice Plans Covered two times per 12-month period.
- » HealthPartners Plans Covered.

# 4. The replacement of an existing partial denture with a bridge

- » Delta Dental / University Choice Plans Not covered.
- » HealthPartners Plans Covered.

# 5. Interim removable or interim fixed prosthetic appliances (interim abutment, dentures, partials or bridges)

- » Delta Dental / University Choice Plans Not covered.
- » HealthPartners Plans Covered.

## Additional, elective or enhanced prosthodontic procedures including but not limited to connector bar(s), stress breakers, and precision attachments

- » Delta Dental / University Choice Plans Not covered.
- » HealthPartners Plans Covered.

# 7. Any material grafted onto bone or soft tissue, including procedures necessary for guided tissue regeneration

- » Delta Dental / University Choice Plans Not covered.
- » HealthPartners Plans Covered.

## **Not Covered**

- » Replacement of misplaced, lost, or stolen dental prosthetic appliances.
- » Placement or removal of sedative filling, base, or liner used under a restoration.
- » Pediatric removable or fixed prosthetic appliances (dentures, partials, or bridges).
- » Procedures designed to alter, restore, or maintain occlusion, including but not limited to: increasing vertical dimension, replacing or stabilizing tooth structure lost by attrition, realignment of teeth, periodontal splinting, and gnathologic recordings.
- » Services or supplies that have the primary purpose of improving the appearance of your teeth.
- » Please refer to V. Exclusions and General Limitations.
- » For out-of-network coverage, refer to the note on page 29.

#### I. Orthodontics

Benefit	Delta Dental PPO HealthPartners Dental In-Network Only	Delta Dental Premier HealthPartners Dental Choice	Delta Dental Premier HealthPartners Dental Choice	University Choice (Delta Dental) Open Access
Orthodontics	In-Network Only	In-Network	Out-of-Network	Open Access
Treatment necessary     for the prevention     and correction of     malocclusion of teeth     and associated dental     and facial disharmonies     on covered eligible     dependent children		80% rate <b>\$2,800 lifetime maxi</b> you change plans.	50% <b>mum</b> per covered depend	80% dent, which does
through the age of 18				

Note: Treatment in progress (appliances placed prior to eligibility under this Plan) will be covered on a pro-rated basis.

#### **Covered Services**

- » Limited Treatment Treatments which are not full treatment cases and are usually done for minor tooth movement.
- » Interceptive Treatment A limited (phase I) treatment phase used to prevent or assist in the severity of future treatment.
- » Comprehensive (complete) Treatment Full treatment includes all records, appliances, and visits.
- » Removable Appliance Therapy An appliance that is removable and not cemented or bonded to the teeth.
- » Fixed Appliance Therapy A component that is cemented or bonded to the teeth.
- » Other Complex Surgical Procedures See Plan Differences section.
  - Surgical exposure of impacted or unerupted tooth for orthodontic reasons
  - Surgical repositioning of teeth

#### Plan Differences

- Other Complex Surgical Procedures Surgical exposure of impacted or unerupted tooth for orthodontic reasons and surgical repositioning of teeth.
  - » Delta Dental / University Choice Plans Covered services under the orthodontic benefit.
  - » HealthPartners Plans Covered under the Complex Oral Surgery benefit (See "Oral Surgery" under G. Basic Restorative Care).

## **Not Covered**

- » Monthly treatment visits that are inclusive of treatment cost.
- » Repair or replacement of lost, broken, or stolen appliances.
- » Orthodontic retention/retainer as a separate service.
- » Retreatment or services for any treatment due to relapse.
- » Inpatient or outpatient hospital expenses.
- » Provisional splinting, temporary procedures, or interim stabilization of teeth.
- » Please refer to V. Exclusions and General Limitations.
- » For out-of-network coverage, refer to the note on page 29.

## IV. Benefit Features

## **Orthodontic Payments**

Because orthodontic treatment normally occurs over a long period of time, benefit payments are made over the course of treatment. The Member must have continuous eligibility under the Plan in order to receive ongoing orthodontic benefit payments.

The Plan pays up to the orthodontic maximum, less the total amount of any benefit received for orthodontic treatment under any UPlan or other University of Minnesota dental coverage, which was previously in force. It is the Member's responsibility to provide documentation of benefits received under prior UPlan or University of Minnesota dental coverage.

Before treatment begins, the treating dentist should submit a Pre-treatment Estimate. An Estimate of Benefits form will be sent to you and your dentist indicating the estimated plan payment amount. Delta Dental / University Choice Plans — When treatment begins, the dentist should submit the Estimate of Benefit form with the date of placement and his/her signature. After benefit and eligibility verification by the Plan, a benefit payment will be issued. A new/revised Estimate of Benefits form will also be issued to you and your dentist. This again will serve as the claim form to be submitted six months from the date of appliance placement.

Payments are made in equal amounts:

- 1. When treatment begins (appliances are installed),
- 2. At the 12-month interval, and
- 3. Upon band removal at treatment completion or until the lifetime maximum benefits are exhausted.

**HealthPartners Plans** — Dentists submit a single claim for orthodontic treatment. Schedules of payment are set up based upon these claims.

Payments are made for orthodontia benefits on a monthly basis until the lifetime maximum is met.

## V. Exclusions and General Limitations

# The Plan excludes from benefits coverage and does not pay for:

- Treatment, procedures, or services that are not dentally necessary or that are primarily educational in nature or for the vocation, comfort, convenience, appearance, or recreation of the Member.
- 2. The treatment of conditions which foreseeably result from excluded services.
- 3. Treatment, procedures, or services that are not provided by a network dentist or other authorized provider or are not authorized by the Claims Administrator. Note: This exclusion applies only to the HealthPartners Dental and Delta Dental PPO plans.
- 4. Dental services performed other than by a licensed dental health professional.
- Dental services or supplies rendered outside the service area, except for emergency services. Note: This exclusion applies only to the HealthPartners Dental and Delta Dental PPO plans. (See E. Emergency Services.)
- 6. Dental services that are performed primarily for cosmetic purposes or for the purpose of improving the appearance of your teeth. This includes tooth whitening, tooth bonding, and veneers that cover the teeth. Note: Dental services are subject to post-payment review of dental records. If services are found to be cosmetic, the Claims Administrator reserves the right to collect any payment and the Member is responsible for the full charge.
- Amalgam or composite restorations placed for preventive or cosmetic purposes.
- 8. Delta Dental Plans only: Placement of an infiltrating resin restoration for strengthening, stabilizing, and/or limitation of the progression of the lesion.
- Dental services completed prior to the date the Member became eligible for coverage.

- 10. Hospitalization or other facility charges.
- 11. Local anesthesia or use of electronic analgesia billed as a separate procedure is not covered. Nitrous oxide is not covered unless dentally necessary and required to perform a covered dental procedure. General anesthesia and intravenous sedation are not covered except as indicated in IV. Benefit Features.
- 12. Orthodontic services, except as indicated in IV. Benefit Features.
- 13. Orthognathic surgery (surgery to reposition the jaws).
  Note: These services may be covered under your medical plan.
- 14. Services which are elective, investigative, experimental, or not otherwise clinically accepted.
- 15. Procedures, appliances, or restorations that are necessary to alter, restore, or maintain occlusion, including but not limited to: increasing vertical dimension, replacing, or stabilizing tooth structure lost by attrition, or erosion, or realigning teeth, except as covered orthodontic services indicated in IV. Benefit Features.
- 16. Mandibular orthopedic appliances and bite planes.
- 17. Services for the following items:
  - a. replacement of any missing, lost, or stolen dental prosthetics.
  - b. replacement or repair of orthodontic appliances.
  - c. replacement of orthodontic appliances due to non-compliance.
- 18. Services related to a prosthetic or special restorative appliance that was installed or delivered more than 60 days after termination of coverage.
- 19. Diagnostic testing that is performed and billed as a separate procedure such as collection of micro organisms for culture, viral cultures, genetic testing for susceptibility, or oral disease and caries susceptibility tests.

## V. Exclusions and General Limitations

- 20. Dental services, supplies, and devices not expressly covered as a benefit indicated in **IV. Benefit Features.**
- Prescription drugs and medications prescribed by a dentist. Note: Antibiotics administered by the dental provider in the dental office will be covered.
- 22. Services provided to the Member which the Member is not required to pay.
- 23. The portion of a billed charge for an otherwise covered service by a non-network provider, which is in excess of the usual and customary charge. Also not covered are charges or a portion of a charge which is either a duplicate charge for a service or charges for a duplicate service.
- 24. Services for injury or illness either (a) arising out of an injury in the course of employment and subject to workers' compensation or similar law; or (b) for which benefits are payable without regard to fault, under coverage statutorily required to be contained in any motor vehicle or other liability insurance policy or equivalent self-insurance; or (c) for which benefits are payable under another policy of accident and health insurance, Medicare, or any other governmental program.
- 25. Except where expressly addressed in IV. Benefit Features when multiple, acceptable treatment options exist related to a specific dental problem, the Plan will provide benefits based upon the least costly alternative treatment.
- Services or supplies to treat any dental diseases, defect, or injury that is due to an act of war, declared or undeclared.
- Services covered under the Member's medical plan, except to the extent not covered under the Member's medical plan.

- Additional charges for office visits that occur after regularly scheduled hours, office visits for observation, missed appointments, or appointments cancelled on short notice.
- 29. Periodontal splinting.
- 30. Athletic mouthguards, enamel microabrasion, and odontoplasty.
- 31. Case presentations and office visits.
- 32. Delta Dental Plans exclude consultations. However, HealthPartners Plans cover consultations under the Basic Restorative Care benefit level.
- 33. Retreatment or additional treatment necessary to correct or relieve the results of treatment previously covered under the plan.
- 34. Bacteriologic tests.
- 35. Cytology sample collection.
- 36. Separate services billed when they are an inherent component of a Dental Service where the benefit is reimbursed at an Allowed Amount.
- 37. Pediatric removable or fixed prosthetic appliances (dentures, partials, or bridges).
- 38. Delta Dental Plans only: Interim or temporary removable or interim fixed prosthetic appliances (interim abutment, dentures, partials, or bridges).
- 39. The replacement of an existing partial denture with a bridge.
- 40. Additional, elective, or enhanced prosthodontic procedures including but not limited to, connector bar(s), stress breakers, and precision attachments.

## V. Exclusions and General Limitations

- 41. Placement or removal of sedative filling, base, or liner used under a restoration.
- 42. Services or supplies that are medical in nature, including dental oral surgery services performed in a hospital.
- 43. Fluoride Treatment is not covered for adults and/or dependents who are age 19 or over.
- 44. Charges for infection control, sterilization, and waste disposal.
- 45. Charges for sales tax.
- 46. HealthPartners Plans only: For non-network coverage, dental services related to the replacement of any teeth missing prior to the Member's effective date are excluded.
- 47. Pulpal regeneration.
- 48. Cone beam CT imaging and interpretation.

## **General Limitations**

- 1. Optional Treatment Plans: in all cases in which there are alternative treatment plans carrying different costs, the decision as to which course of treatment to be followed shall be solely that of the Member and the dentist; however, the benefits payable hereunder will be made only for the applicable percentage of the least costly, commonly performed course of treatment, with the balance of the treatment cost remaining the payment responsibility of the Member.
- 2. Reconstructive Surgery: benefits shall be provided for reconstructive surgery when such dental procedure is incidental to or follows surgery resulting from injury, sickness, or other diseases of the involved part, or when such dental procedure is performed on a covered dependent child because of congenital disease or anomaly which has resulted in a functional defect as determined by the attending physician, to the extent as required by MN Statute 62A.25 provided, however, that such services are dental reconstructive surgical services.
- 3. Benefits for inpatient or outpatient expenses arising from dental services up to age 18, including orthodontic and oral surgery services, involved in the management of birth defects known as cleft lip and cleft palate as required by Minnesota Statutes Section 62A.042. For Programs without orthodontic coverage: Dental orthodontic services not related to the management of the congenital condition of cleft lip and cleft palate are not covered under this dental benefit program. For Programs with orthodontic coverage: If coverage for the treatment of cleft lip or cleft palate is available under any other policy or contract of insurance, this plan shall be primary and the other policy or contract shall be secondary.

## VI. Definitions

## **Allowed Amount**

A set amount the Plan agrees to pay for a service or product when provided by a participating in-network provider. When the charges of an out-of-network provider are higher than the allowed amount, the member is generally responsible for the difference.

## **Amalgam**

A silver filling material.

## **Benefit Features Chart**

A chart in Section IV. of this Summary of Benefits that lists specific benefit amounts for covered services.

## Claims Administrator

Delta Dental and HealthPartners Administrators, Inc. are the two entities that handle the day-to-day operations of the UPlan dental plan options. Claims Administrators contract with providers, provide customer service, adjudicate claims, and provide a variety of other services to Members on behalf of the Plan Sponsor (the University of Minnesota).

## Clinically Accepted Dental Services

Techniques or services, accepted for general use, based on risk/benefit implications. Some clinically accepted techniques are approved only for limited use, under specific circumstances.

#### Coinsurance

The percentage of the allowed amount you must pay for certain covered services. Coinsurance applies after any applicable deductibles.

## Composite

A white filling material. (Also see Customary Restorative Materials)

## **Consultations**

Diagnostic services provided by a dentist or dental specialist other than the practitioner who is providing treatment.

## **Cosmetic Care**

Dental services to improve appearance, without treatment of a related illness or injury.

## **Covered Services**

A specific dental service or item, which is dentally necessary and covered under the Plan, as specifically described in this Summary.

## **Customary Restorative Materials**

Amalgam (silver fillings), glass ionomer and intraorally cured acrylic resin and resin-based composite materials (white fillings).

## **Date of Service**

Generally the date the dental service is performed. For prosthetic, or other special restorative procedures, the date of service is the date impressions were made for final working models. For endodontic procedures, date of service is the date on which the root canal was first entered for the purpose of canal preparation.

#### Deductible

The amount you must pay toward the allowed amount for certain covered services each year before the Claims Administrator begins to pay benefits.

## **Dentally Necessary**

Care which is limited to diagnostic examination, treatment, and the use of dental equipment and appliances and which is required to prevent deterioration of dental health, or to restore dental function. The covered Member's general health condition must permit the necessary procedure(s). Decisions about dental necessity are made by the Claims Administrator's dental directors or their designees, subject to final coverage determination by the Plan Sponsor.

#### **Dentist**

A Professionally degreed doctor of dental surgery or dental medicine who lawfully performs a dental service in strict accordance with governmental licensing privileges and limitations.

## **Elective Procedures**

Procedures that are available to Members but that are not dentally necessary.

## **Emergency Dental Care**

Services for an acute dental condition that would lead a prudent layperson to reasonably expect that the absence of immediate care would result in serious impairment to the dentition or would place the Member's oral health in serious jeopardy.

## **Employee**

A person who is eligible as specified by the employer.

## **Endodontics**

Treatment of diseases of the dental pulp. Endodontics includes root canal therapy, pulp capping procedures, apexification and periapical procedures associated with root canal treatment.

## In-Network

A group of participating providers under contract with a Claims Administrator to provide services to members of the Plan. Alternatively, the services received from network providers.

## Investigational

As determined by the Claims Administrator, a drug, device, or dental treatment or procedure is investigational if reliable evidence does not permit conclusions concerning its safety, effectiveness, or effect on health outcomes.

#### **Members**

Members are eligible employees and their dependents who are enrolled in the Plan.

## **Nonparticipating Provider**

Providers who have not signed an agreement with the Claims Administrator or its subsidiaries.

## **Oral Surgery**

Routine surgery involving teeth or alveolar bone, including extraction and alveolectomy. Oral surgery may include other oral treatment and surgery, if a dentist considers it dentally necessary. Oral surgery does not include orthodontia, orthognathic surgery, placement of dental implants or surgical care that is necessary because of a medical condition.

#### **Orthodontics**

Dental care for the prevention, or correction of malocclusion of teeth and dental or facial disharmonies using appliances and techniques that alter the position of teeth in the jaws, including:

- 1. Limited Orthodontics. This is treatment with a limited objective, not involving the entire dentition.
- Interceptive Orthodontics. This is treatment that is performed to lessen the severity or future effects of a malformation. Treatment may occur in the primary or transitional dentition.
- 3. Comprehensive Orthodontics. This includes multiple phases of treatment provided at different stages of development.

## Orthognathic Surgery

Oral surgery to alter the position of the jaw bones.

## **Out-of-Network Care**

Out-of-network care is defined as care received from a nonparticipating provider.

## **Periodontics**

Non-surgical and surgical treatment of diseases of the gingival (gums) and bone supporting the teeth.

#### Plan

The plan of benefits established by the UPlan Sponsor.

## **VI. Definitions**

## Plan Comparison Chart

A chart in the beginning of this Summary of Benefits which list specific benefit amounts for covered services.

## Plan Sponsor

Board of Regents, University of Minnesota.

## Plan Year

The period from the effective date on January 1 to the end of the year on December 31.

## **Pretreatment Estimate of Benefits**

The Claims Administrator's review and approval of a proposed treatment plan prior to treatment to estimate the amount of payment if your dental treatment involves major restorative, periodontic, prosthetic, or orthodontic care. The pretreatment estimate will outline the Member's responsibility to the dentist with regard to deductibles, co-insurance, and non-covered services and allow the dentist and the Member to make any necessary financial arrangements before treatment begins.

#### **Prosthetic Services**

Services to replace missing teeth; including the prescribing, repair, construction, replacement, and fitting of fixed bridges and full or partial removable dentures. Also included is the surgical placement of dental implants, crowns on implants, and dental prosthetics appliances retained by dental implants.

## **Provider**

Any person, facility, or other program that provides covered services within the scope of the provider's license, certification, registration, or training.

## Social Security Disability

Total disability as determined by the Social Security Administration.

## **Spouse**

Person to whom the employee is legally married.

## **Treatment**

The management and care of a Member for the purpose of combating an illness. Treatment includes dental and surgical care, diagnostic evaluation, giving dental advice, monitoring, and taking medication.

## You or Your

The employee named on the identification (ID) card and any covered dependents.

## VII. Coordination of Benefits

This section applies when you have dental care coverage under more than one plan, as defined below. If this section applies, you should look at the B. Order of Benefits Rules to determine which plan determines benefits first. Your benefits under this Plan are not reduced if the Order of Benefits Rules requires this Plan to pay first. Your benefits under this Plan may be reduced if another plan pays first.

#### A. Definitions

These definitions apply only to this section.

- "Plan" is any of the following that provides benefits or services for, or because of, medical or dental care or treatment:
  - a) Group insurance or group-type coverage, whether insured or uninsured; this includes prepayment, group practice, individual practice coverage, and group coverage other than school accident-type coverage.
  - b) Coverage under a government plan or one required or provided by law.
    - "Plan" does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act as amended from time to time). "Plan" does not include Medicare (Title XVIII, United States Code, as amended from time to time) for Medicare benefits paid or payable to any person for whom Medicare is primary. "Plan" does not include any benefits that, by law, are excess to any private or other nongovernmental program.
- 2. "This Plan" means the part of the Plan that provides health care benefits.
- 3. "Primary plan/secondary plan" is determined by the Order of Benefits Rules. When this Plan is a primary plan, its benefits are determined before any other plan and without considering the other plan's benefits. When this

Plan is a secondary plan, its benefits are determined after those of the other plan and may be reduced because of the other plan's benefits. When you are covered under more than two plans, this Plan may be a primary plan to some plans and may be a secondary plan to other plans.

- 4. "Allowable expense" means the necessary, reasonable, and customary items of expense for health care, covered at least in part by one or more plans covering the person making the claim. "Allowable expense" does not include an item or expense that exceeds benefits that are limited by statute or this Plan.
  - When a plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an allowable expense and a benefit paid.
- 5. "Claim determination period" means a Plan Year. However, it does not include any part of a year the person is not covered under this Plan, or any part of a year before the date this section takes effect.

#### B. Order of Benefits Rules

- 1. General. When a claim is filed under this Plan and another plan, this Plan is a secondary plan and determines benefits after the other plan, unless:
  - a) the other plan has rules coordinating its benefits with this Plan's benefits; and
  - b) the other plan's rules and this Plan's rules require this Plan to be primary.
- 2. **Rules.** This Plan determines benefits using the first of the following rules that applies:
  - a) **Subscriber.** The plan that covers the person as an employee, member, or subscriber (that is, other than as a dependent) determines its benefits before the plan that covers the person as a dependent.

## VII. Coordination of Benefits

- b) Dependent child of parents not divorced. When this Plan and another plan cover the same child as a dependent of different persons, called "parents":
  - i) the plan that covers the parent whose birthday falls earlier in the year determines benefits before the plan that covers the parent whose birthday falls later in the year; but
  - ii) if both parents have the same birthday, the plan that has covered the parent longer determines benefits before the plan that has covered the other parent for a shorter period of time.
  - However, if the other plan does not have this rule for children of married parents, and instead has a rule based on the gender of the parent, and, if as a result the plans do not agree on the order of benefits, the rule in the other plan determines the order of benefits.
- c) Dependent child of divorced parents. If two or more plans cover a dependent child of divorced parents, the plan determines benefits in this order:
  - i) first, the plan of the parent with custody of the child:
  - ii) then, the plan that covers the spouse of the parent with custody of the child;
  - iii) finally, the plan that covers the parent not having custody of the child.

However, if the court decree requires one of the parents to be responsible for the health care expenses of the child, and the plan that covers that parent has actual knowledge of that requirement, that plan determines benefits first. This does not apply to any claim determination period or plan year during which any benefits are actually paid or provided before the plan has that actual knowledge.

- d) Active/inactive employee. The plan that covers a person as an employee who is neither laid off nor retired (or as that employee's dependent) determines benefits before a plan that covers that person as a laid off or retired employee (or as that employee's dependent). This rule will not apply unless the other plan has the same rule.
- e) Longer/shorter length of coverage. If none of the above rules determines the order of benefits, the plan that has covered an employee, member, or subscriber longer determines benefits before the plan that has covered that person for the shorter time.

## C. Effect on Benefits of This Plan

- When B. Order of Benefits Rules requires this Plan to be a secondary plan, this part applies. Benefits of this Plan may be reduced.
- 2. Reduction in this Plan's benefits takes place when the sum of a) and b) below exceeds those allowable expenses in a claim determination period. In that case, the benefits of the medical portion of this Plan are reduced so that benefits payable under all plans do not exceed allowable expenses. For the prescription drug portion, benefits payable under this Plan are reduced so that benefits do not exceed allowable expenses less any UPlan prescription copays. When benefits of this plan are reduced, each benefit is reduced in proportion and charged against any applicable benefit limit of this Plan.
  - a) the benefits payable for allowable expenses under this Plan, without applying coordination of benefits, and
  - b) the benefits payable for allowable expenses under the other plans, without applying coordination of benefits or a similar provision, whether or not claim is made.

## VII. Coordination of Benefits

# D. Right to Receive and Release Needed Information

Certain facts are needed to apply these Coordination of Benefits rules. The Claims Administrator has the right to decide which facts are needed. The Claims Administrator may get needed facts from, or give them to, any other organization or person. The Claims Administrator does not need to tell, or get the consent of, any person to do this unless applicable federal or state law prevents disclosures of information without the consent of the patient or patient's representative. Each person claiming benefits under this plan must provide any facts needed to pay the claim.

## E. Facility of Payment

A payment made under another plan may include an amount that should have been paid under this Plan. If this happens, the Claims Administrator may pay that amount to the organization that made that payment. That amount will then be considered a benefit paid under this Plan. The Claims Administrator will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

## F. Right of Recovery

If the Claims Administrator pays more than it should have paid under these Coordination of Benefits rules, it may recover the excess from any of the following:

- 1. The persons it paid or for whom it has paid
- 2. Insurance companies
- 3. Other organizations

The amount paid includes the reasonable cash value of any benefits provided in the form of services.

# VIII. Disputing Determination Concerning Eligibility, Enrollment, Other Administrative Issue, or Pretreatment Estimate of Benefits

If it is determined that your services will not be covered under the Plan, or are only partially covered, due to an eligibility, enrollment, other administrative issue, or pretreatment estimate of benefits, you are entitled to file a request for review. You must follow the procedures listed below:

# A1. Dental Claims Administrator Review and Appeal Process

Call or write your Claims Administrator Member Services Department, using the appropriate phone number listed on your dental ID card, for any concerns about a claim that has not been approved through a pretreatment estimate. You must contact the Claims Administrator within 90 days of the date you were notified that the claim would not be approved. The representative will first assist you in trying to resolve the concern on an informal basis.

If you are unable to resolve your concern informally, a written request for review, including the reasons you believe you are entitled to have your claim approved, plus supporting documentation, can be submitted to your Claims Administrator. You will receive written notification of the decision from your Claims Administrator within 30 calendar days after Claims Administrator's receipt of your written request for review.

This notice will explain:

- » the reason for approval or denial;
- » the Plan provisions on which the decision is based;
- » any additional material or information needed; and
- » the procedure for requesting an appeal

If your question relates to an eligibility, enrollment, or other administrative issue, your Claims Administrator will refer your request to the University of Minnesota Employee Benefits Service Center.

## A2. Employee Benefits Service Center Coverage Review Process for Eligibility, Enrollment, or Other Administrative Issues

If you are disputing a determination concerning an eligibility, enrollment, other administrative issue, or a denial on a pretreatment estimate of benefits, you may also contact the University's Benefits Service Center directly, by telephone at 612-624-8647, by fax at 612-626-0808, by email at benefits@umn.edu, or by mail to Employee Benefits, University of Minnesota, 200 Donhowe Building, 319 15th Avenue SE, Minneapolis, MN 55455-0103. You must contact the Employee Benefits Service Center within 90 days of the date that the eligibility, enrollment, or other administrative issue first became apparent.

The Benefits Service Center representative will first assist you in trying to resolve the concern on an informal basis. If you are unable to resolve your concern informally, a written request for review, including the concerns you have about your eligibility, enrollment, other administrative issue, or a denial on a pretreatment estimate of benefits, plus supporting documentation, can be submitted. You will receive a telephone or written response from the Benefits Service Center as soon as possible, but not later than 30 days following the University's receipt of your request for review.

## B. Employee Benefits Review Committee

If you do not agree with the response from the University of Minnesota Employee Benefits Service Center, you may request a review by the Employee Benefits Review Committee.

Your request must be in writing and be received by fax (612-626-0808) or by mail at Employee Benefits, University of Minnesota, 200 Donhowe Building, 319 15th Avenue SE, Minneapolis, MN, 55455-0103, within 60 days of the denial of your coverage. A written decision will be mailed to you from the Employee Benefits Review Committee within 30 days of the University's receipt of your request for review.

# VIII. Disputing Determination Concerning Eligibility, Enrollment, Other Administrative Issue, or Pretreatment Estimate of Benefits

## C. Employee Benefits Director Final Review

Within 60 days of receiving a denial of coverage from the Employee Benefits Review Committee, you may submit a final appeal to the Employee Benefits Director. You should submit your written request for appeal to Employee Benefits,

University of Minnesota, 200 Donhowe Building, 319 15th Avenue SE, Minneapolis, MN, 55455-0103. The Employee Benefits Director will render a final written decision regarding your appeal within 45 days of your written request.

## IX. Disputing a Payment Denial

If your claim for benefit payments under the Plan is wholly or partially denied, you are entitled to file a request for review. You must follow the procedures for review of disputed claims that are summarized below:

# A. Dental Claims Administrator Review and Appeal Process

Call or write your Claims Administrator Member Services
Department using the appropriate phone number listed on
your dental ID card. The representative will assist you in
trying to resolve the concern on an informal basis.

If you are unable to resolve your concern informally, a written request for review, including the reasons you believe you are entitled to benefits and supporting documentation, can be submitted to your Claims Administrator. You will receive written notification of the decision from your Claims Administrator within 30 calendar days after the Claims Administrator's receipt of your written request for review.

This notice will explain:

- » the reason for approval or denial;
- » the Plan provisions on which the decision is based:
- » any additional material or information needed; and
- » the procedure for requesting an Employee Benefits review of denied claim.

## **B. Employee Benefits Review Committee**

If your claim for benefits under the plan is wholly or partially denied at the level of Dental Claims Administrator Review and Appeal, you may request a review of your claim by the Employee Benefits Review Committee. Your request must be in writing and received by Employee Benefits, University of Minnesota, 200 Donhowe Building, 319 15th Avenue SE, Minneapolis, MN, 55455-0103, within 60 days of the denial of your appeal by the Claims Administrator. A written decision will be mailed to you by Employee Benefits within 30 days of the receipt of your request for review by the Employee Benefits Review Committee.

## C. Employee Benefits Director Final Review

Within 60 days of receiving a denial of coverage from the Employee Benefits Review Committee, you may submit a final appeal to the Employee Benefits Director. You should submit your written request for appeal to Employee Benefits, University of Minnesota, 200 Donhowe Building, 319 15th Avenue SE, Minneapolis, MN, 55455-0103. The Employee Benefits Director will render a final written decision regarding your appeal within 45 days of your written request.

THIS NOTICE DESCRIBES HOW DENTAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Please share this Notice with your covered spouse, as well as any other covered dependents. This Notice also applies to their dental information.

# A. University of Minnesota-Sponsored Health Plans and Organizations Covered by this Notice

This notice of privacy practices ("Notice") applies to the health plans sponsored by the University of Minnesota ("Group Health Plan"). The Group Health Plan includes the following components of UPlan benefits:

- » UPlan Medical Plan, administered by Medica
- » UPlan Pharmacy Program, administered by Prime Therapeutics and Fairview Specialty Pharmacy
- » UPlan Medication Therapy Management, administered by the UPlan MTM Network and Network Pharmacies
- » UPlan Dental Plans, administered by Delta Dental and HealthPartners
- » Health Care Flexible Spending Accounts, administered by Discovery Benefits
- » Global Medical Assistance Program, administered by UnitedHealthcare Global
- » Wellbeing Program, administered by RedBrick Health, Medica, and the University of Minnesota
- » University of Minnesota Employee Assistance Program, provided by the University of Minnesota and Sand Creek

## B. Your Protected Health Information

This Notice describes your rights concerning your protected health information ("PHI") and how the Group Health Plan may use and disclose that information. Your PHI is individually identifiable information about your past, present, or future health or medical condition, health care services provided to you, or the payment for healthcare services. Federal law including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA) requires the Group Health Plan to provide you with this Notice. If you would like to receive this Notice in another language or format, please use the Contact Information at the end of this Notice to contact us for assistance.

# C. How the Group Health Plan Uses and Discloses your PHI

The Group Health Plan may use and disclose your PHI information.

- » For Treatment or the coordination of your care. For example, we may disclose information about your medical providers to emergency physicians to help them obtain information that will help in providing medical care to you.
- » For Payment purposes, such as determining your eligibility for benefits, facilitating payment for services you receive, and coordinating benefits with other plans you may have. For example, we may share your PHI with third party administrators we hire to process claims and provider other administrative services.
- » For Health Care Operations necessary to operate and manage our business activities related to providing and managing your health care coverage. For example, the Group Health Plan might suggest a disease management or wellness program that could help improve your health, or we may analyze data to determine how to improve services. Although our claims administrators are independent organizations, contracted separately with the University to safeguard your PHI, they may share PHI for the treatment, health care, and payment operations described in this notice.

- » To the Plan Sponsor, the University of Minnesota, in order to provide summary health information and enrollment and disenrollment information. In addition, provided that the University of Minnesota as the Plan Sponsor agrees, as required by federal law, to certain restrictions on its use and disclosure of any information we share, we may share other health information with the Plan Sponsor for purposes of plan administration.
- » To the Health Plan Components within the Group Health Plan in order to facilitate claims payment and certain health care operations of the other plans.
- » To Persons Involved With Your Care or those who help pay for your care (such as a family member) when you are incapacitated, in an emergency, or when you agree or fail to object when given the opportunity. If you are unavailable or unable to object, we will use our best judgment to decide if the disclosure is in your best interest.
- » To Organizations Referred to as Business Associates that perform functions on our behalf or provide us with services, if the information is necessary for such functions or services. For example, we periodically retain an organization to audit our UPlan administrators, to assure we are receiving high quality services. Such an auditing organization and any of our other business associates are required, under contract with us, to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract.
- » For Plan Evaluation, determining plan rates, underwriting, or making decisions about enhancements and modifications for future plans and coverage. We do not use and are not permitted to use any PHI that is genetic information for underwriting purposes.
- » For Public Health Activities such as reporting or preventing disease outbreaks.
- » For Reporting Victims of Abuse, Neglect, or Domestic Violence to government authorities that are authorized by law to receive such information, including a social service or protective service agency.

- » For Health Oversight Activities to a health oversight agency for activities authorized by law, such as licensure, governmental audits, and fraud and abuse investigations.
- » For Judicial or Administrative Proceedings such as in response to a court order, subpoena, discovery request, or other lawful process.
- » For Law Enforcement Purposes such as responding to requests from administrative agencies, responding to requests to locate missing persons, reporting criminal activity, or providing information about victims of crime.
- » To Provide Information Regarding Decedents to a coroner or medical examiner to identify a deceased person, determine a cause of death, or as authorized by law. We may also disclose information to funeral directors as necessary to carry out their duties.
- » For Organ Procurement Purposes to entities that handle procurement, banking, or transplantation of organs, eyes, or tissue to facilitate donation and transplantation.
- » For Research Purposes such as research related to the evaluation of certain treatments or the prevention of disease or disability, if the research study meets applicable privacy law requirements.
- » To Avoid a Serious Threat to Health or Safety to you, another person, or the public. For example, we may disclose information to public health agencies or law enforcement authorities in the event of an emergency or natural disaster.
- » For Specialized Government Functions such as national security and intelligence activities, protective services for the President of the United States and others, and military and veteran activities (if you are a member of the Armed Forces). If you are an inmate at a correctional institution, we may use or disclose your PHI to provide health care to you or to protect your health and safety or that of others or the security of the correctional institution.

- » For Workers' Compensation as authorized by, or to the extent necessary to comply with, state workers' compensation laws that govern job-related injuries or illness.
- » The Group Health Plan will not use or disclose your PHI without your written authorization:
- » For marketing purposes, unless the marketing is in the form of a face-to-face interaction with you (such as at a University health and benefits fair) or involves providing you with a gift of nominal value (such as mailing you a calendar highlighting certain dates related to your Wellness Program or health plan coverage).
- » As part of a sale to a third party, unless the transaction is specifically permitted under HIPAA, such as the sale of an entire business operation.
- » Where your PHI is psychotherapy notes, unless the use and disclosure is required by law, is at issue in a legal action brought by you, is related to treatment, payment, or healthcare operations, or certain other limited circumstances such as oversight of the provider who treated you.
- » For any other purpose not identified in this Notice.

If you give us authorization to release your PHI, we cannot guarantee that the person to whom the information is provided will not disclose the information. You may take back or "revoke" your written authorization at any time in writing, except if we have already acted based on your authorization. To revoke your authorization, send a written request to the address listed in the Contact Information section included in this Notice.

## D. Your Rights Concerning your PHI

- » You have the right to ask to restrict uses or disclosures of your PHI for treatment, payment, or health care operations. You also have the right to ask to restrict disclosures to family members or to others who are involved in your health care or payment for your health care. Any such requests must be in writing and must state the specific restriction you are requesting. Submit your request in writing to the address listed in the Contact Information section of this Notice. Please note that while we will try to honor your request, we are not required to agree to any restriction.
- » You have the right to ask to receive confidential communications of your PHI in a certain manner or at a certain place (for example, by sending information to a P.O. Box instead of your home address). We will accommodate reasonable requests where you indicate that a disclosure of all or part of your PHI could endanger you. Your request must be made in writing or via email using the information listed in the Contact Information section of this Notice.
- » You have the right to inspect and obtain a copy of your PHI that is maintained in a "designated record set." The designated record set consists of records used in making payment, claims determinations, medical management, and other decisions. You must make a written request to inspect and copy your PHI. Mail your request to the address listed in the Contact Information section included in this Notice. We may charge a reasonable fee for any copies. In certain limited circumstances, we may deny your request to inspect and copy your PHI. If we deny your request, you have the right to have the denial reviewed. If we maintain an electronic health record containing your health information, when and if we are required by law, you will have the right to request that we send a copy of your health information in an electronic format to you or to a third party that you identify. We may charge a reasonable fee for sending the electronic copy of your health information.

- » You have the right to ask to amend PHI we maintain about you if you believe the information is wrong or incomplete. Your request must be in writing and must provide the reasons for the requested amendment. Mail your request to the address listed in the Contact Information section of this Notice. If we deny your request, you may have a statement of your disagreement added to your health information.
- » You have the right to receive an accounting of certain disclosures of your PHI made by the Group Health Plan during the six years prior to your request. This accounting will not include disclosures of information made: (a) for treatment, payment, and health care operations purposes; (b) to you or pursuant to your authorization; (c) to correctional institutions or law enforcement officials; and (d) certain other disclosures for which federal law does not require us to provide an accounting. Your request must be in writing and mailed to the address listed in the Contact Information section of this Notice. If you make multiple requests for an accounting of disclosures in any 12 month period, we may charge you a reasonable fee to provide the accounting.
- » You have the right to a paper copy of this notice. You may ask for a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. Submit your request in writing by mail or email using the information listed in the Contact Information section of this Notice. You also may also obtain a copy of this Notice on our website at humanresources.umn.edu/benefits.

## E. Complaints

You may file a complaint if you believe your privacy rights have been violated. Use the mailing address, email address, or phone number listed in the Contact Information section of this Notice to file your complaint with us. You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services. We will not take any action against you for filing a complaint.

# F. The Group Health Plan's Duties Concerning your PHI

The Group Health Plan is required to maintain the privacy of your protected health information, provide you this Notice of its legal duties and privacy practices, follow the terms of the Notice currently in effect, and provide you with notice in the event of a breach of any of your unsecured PHI. The Group Health Plan reserves the right to change the terms of this Notice at any time. Any new Notice will be effective for all PHI that the Group Health Plan then maintains, as well as any PHI the Group Health Plan later receives or creates. Unless otherwise required by law, any new Notice will be effective as of its effective date. Any new Notice will be posted electronically at humanresources.umn.edu/benefits.

## G. Contact Information

If you have questions or need further information, please contact:

 University of Minnesota Privacy Office Mayo Mail Code 501
 Delaware Street SE Minneapolis, MN 55455

612-624-7447

privacy@umn.edu

Effective date of this notice: September 23, 2013

This notice contains important information concerning your right to COBRA continuation coverage – a temporary extension of benefit coverage under the UPlan that can become available to you and other eligible members of your family in the event you later lose group coverage through the plan. The right to COBRA continuation was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

Under the University of Minnesota UPlan, COBRA coverage applies to medical and dental benefits and the flexible spending account. Minnesota state law continuation applies to life insurance benefits.

Note: This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

This notice provides a summary of your COBRA continuation rights. For more information about your rights and obligations under the UPlan and under federal law, you should review the Eligibility section.

Instead of enrolling in COBRA continuation coverage, there may be other more affordable coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage.

You should compare your other coverage options with COBRA continuation coverage and choose the coverage that is best for you. For example, if you move to other coverage you may pay more out of pocket than you would under COBRA because the new coverage may impose a new deductible.

It is important that you choose carefully between COBRA continuation coverage and other coverage options because once you've made your choice, it can be difficult or impossible to switch to another coverage option.

## A. Continuation of Coverage

COBRA continuation coverage is a continuation of UPlan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." A qualified beneficiary is someone who will lose coverage under the UPlan because of a qualifying event. Depending on the type of qualifying event, employees, spouses and dependent children may be qualified beneficiaries. Under the plan, qualified beneficiaries who elect COBRA continuation coverage must pay the full cost of COBRA continuation coverage.

- If you are an employee, you will become a qualified beneficiary if you will lose coverage under the UPlan due to one of the following qualifying events:
  - a) your hours of employment are reduced below a 50 to 74 percent time appointment; or
  - b) your employment is terminated for any reason other than gross misconduct.
- 2. If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under the UPlan because any of the following qualifying events:
  - a) employee dies;
  - b) employee's hours of employment are reduced;
  - c) employee's employment ends for any reason other than his or her gross misconduct;
  - d) employee retires at age 65 or over and enrolls in Medicare (Part A, Part B); or
  - e) employee divorces.

- 3. Your dependent children will become qualified beneficiaries if they will lose coverage under the UPlan because of any of the following qualifying events:
  - a) employee dies;
  - b) employee's hours of employment are reduced;
  - c) employee's employment ends for any reason other than his or her gross misconduct;
  - d) employee retires at age 65 or over and enrolls in Medicare (Part A, Part B); or
  - e) dependent child is no longer eligible for coverage because he or she has reached age 26 or has otherwise lost eligibility for the program; or
  - f)employee is divorced.

The UPlan will offer COBRA continuation coverage to qualified beneficiaries only after Employee Benefits has determined that a qualifying event has occurred such as the end of employment, reduction of hours of employment, death of the employee, or retirement of an employee age 65 or over and enrollment of same employee in Medicare (Part A, Part B, or both). Your coverage will terminate at the end of the month in which a qualifying event has occurred unless you elect COBRA continuation coverage. You have 60 days from the date of loss of coverage to elect COBRA continuation coverage.

Note: For other qualifying events – divorce or a dependent child losing eligibility for coverage – you must notify Employee Benefits within 30 days after the qualifying event occurs. You must either send a letter of notification to: Employee Benefits, 200 Donhowe Building, 319 15th Avenue SE, Minneapolis, MN 55455; or call the Employee Benefits Service Center at 612-624-8647 or 800-756-2363. Employee Benefits will send you the appropriate form to complete. This form must then be completed and sent to Employee Benefits at the address above, and postmarked within the 30-day time limitation. Your coverage will terminate at the end of the month in which the qualifying event occurs unless you elect COBRA continuation coverage. You have 60 days from the date of loss of coverage to elect COBRA continuation coverage.

Once Employee Benefits notifies the UPlan COBRA Administrator that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA, coverage will begin on the date the UPlan coverage would otherwise have been lost.

# B. Qualifying Events Determine Length of Coverage

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee the COBRA continuation coverage period continues until coverage would have terminated had this event not occurred.

When the qualifying event is a dependent child losing eligibility, divorce, the COBRA continuation coverage period is 36 months. When the qualifying event is the end of employment or a reduction in the employee's hours of employment, COBRA continuation coverage is available for up to 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

1. Disability extension of the 18-month period of continuation coverage

If you or anyone in your family who is currently covered under the UPlan is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage, you and your entire family can receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months.

You must make sure that Employee Benefits is notified of the Social Security Administration's (SSA) determination within **60 days** of the latest of:

- a) the date of the SSA determination,
- b) the date of the qualifying event,
- c) the date of the loss of coverage, or
- d) the date you are informed of your obligation and the procedure to provide this information, and before the end of the 18-month period of COBRA continuation coverage. This notice should be sent to the UPlan COBRA Administrator. If you fail to notify Employee Benefits in writing and postmarked within the time limit, you will lose your right to extend coverage due to disability. Under this provision, you must also notify Employee Benefits within 30 days if the SSA determination is revoked.
- Second qualifying event extension of the 18-month period of continuation coverage

If another qualifying event occurs during COBRA continuation coverage, your spouse and dependent children in your family may be eligible for additional months of COBRA continuation coverage, up to a maximum of 36 months. The second qualifying event must be one that would have caused a loss of coverage if your spouse and dependent

children in your family were not currently receiving COBRA continuation coverage. This extension is available to the spouse and dependent children if the former employee dies, enrolls in Medicare (Part A, Part B, or both), is divorced. The extension is also available to a dependent child who is no longer eligible under the UPlan as a dependent child. In all of these cases, you must make sure that Employee Benefits is notified in writing within 60 days of the second qualifying event. This notice must be sent to the UPlan COBRA Administrator. If you fail to notify Employee Benefits in writing and postmarked within the time limit, you will lose your right to extend coverage.

## 3. Medicare Entitlement

If the qualifying event is your termination of employment or reduction of hours of employment, and you became entitled to Medicare benefits less than 18 months before your qualifying event, COBRA coverage under the Plan's Medical and Dental components for qualified beneficiaries (other than you) who lose coverage as a result of your termination of employment or reduction of hours can last until up to 36 months after the date of Medicare entitlement. This COBRA coverage period is available only if you became entitled to Medicare within 18 months before your termination or reduction of hours.

You must notify Employee Benefits in writing within 30 days if, after electing COBRA, you or a family member become entitled to Medicare (Part A, Part B, or both) or become covered under other group health plan coverage. You must follow the notice procedures specified in this notice.

In addition, if you were already entitled to Medicare before electing COBRA, you must notify Employee Benefits of the date of your Medicare entitlement.

## C. End of COBRA Continuation Coverage

Your COBRA continuation coverage may be terminated prior to the end of the continuation period for any of the following reasons:

- 1. University of Minnesota no longer provides group insurance to any of its employees.
- 2. The premium for your continuation coverage is not paid in a timely fashion.

Note: You will have 45 days from the date you elect COBRA continuation coverage in which to make your first premium payment to the UPlan COBRA Administrator. After the first payment, there is a 30-day grace period for all future payments. For example: All regular COBRA continuation payments are due on the first day of the month. If your payment is due on January 1, your payment must be postmarked within 30 days or January 30.

Payments made after the 30-day grace period will be returned to you and all coverage will be cancelled as of the end of the month in which the last regular payment was made.

- After making your COBRA election, you become covered under another group plan that does not include a preexisting condition clause that applies to you or eligible dependents.
- 4. After making your COBRA election, you or your dependents become covered under Medicare (Part A, Part B, or both).
- 5. A final determination has been made by the Social Security Administration that you are no longer disabled. Termination of coverage is effective in the month that begins more than 30 days after the final determination.

## D. Cost of Continuation Coverage

Generally, each qualified beneficiary is required to pay the full premium amount (employer and employee contributions) for the continuation coverage elected. The amount a qualified beneficiary may be required to pay cannot exceed 102% (or, for certain disability coverage, 150%) of the amount similarly situated active employees pay for that coverage. Your election materials will indicate how to determine the premium amount for COBRA continuation coverage.

## E. Keep Your Plan Informed of Address Changes

In order to protect the rights of you and your family, you should keep Employee Benefits informed of any changes in the addresses of family members. You should also keep a copy for your records of any notices sent by you to Employee Benefits or to the UPlan COBRA Administrator.

## F. Questions About Billing

The UPlan COBRA Administrator is responsible for administering COBRA continuation coverage. If you have any questions about your billing, you may contact the appropriate UPlan COBRA Administrator directly.

 UPlan COBRA Administrator – Medical, Dental and Life Insurance:

For billing questions about medical or dental benefits or life insurance coverages, the UPlan COBRA Administrator is:

121 Benefits 730 2nd Ave S, Suite 400 730 Building Minneapolis, MN 55402 Phone: 612-887-4321, Option 2 Toll Free: 1-800-300-1672

 UPlan COBRA Administrator – Flexible Spending Account: For billing questions about the flexible spending account, contact:

Employee Benefits Service Center 612-624-8647 or 800-756-2363

## G. Questions About Coverage

If you have questions about your COBRA coverage, you should call should call 612-624-8647 or 800-756-2363 to reach the Employee Benefits Service Center, or you may contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of the Regional and District EBSA Offices are available through the EBSA website at www.dol.gov/ebsa.





**Employee Benefits** 200 Donhowe 319 15th Avenue SE Minneapolis, MN 55455-0103