

# **NRECA Dental Plan**

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## **SUMMARY PLAN DESCRIPTION (BENEFITS BOOKLET)**

### **Enhanced Plus Dental Plan**

**ASSOCIATED ELECTRIC CO-OP  
01-26073-001**

**EFFECTIVE DATE: January 1, 2023**



## Introduction

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### Summary Plan Description

This summary plan description (SPD), also known as the *Benefits Booklet*, describes the benefits provided to Participants by the National Rural Electric Cooperative Association (NRECA) Enhanced Plus Dental Plan (the Plan).

### Your Responsibilities

You are responsible for reading the SPD and related Plan materials distributed by NRECA or by your Employer, such as premium contribution notices, summary of material modifications, and Employer benefits eligibility rules, completely and complying with the rules and Plan provisions described herein. The provisions applicable to the specific benefit options under this benefit Plan determine what services and supplies are eligible for benefits; however, you and your provider are ultimately responsible for determining what services you will receive.

While reading this SPD, be aware that:

- The Plan is provided as a benefit to persons who are eligible to participate, as defined in the *Eligibility and Participation Information* chapter. Plan participation is not a guarantee or contract of employment with NRECA or with member cooperatives. Plan benefits depend on continued eligibility; and
- Frequently used and Plan-specific terms are capitalized and defined in *Appendix A: Key Terms*.

In case of a conflict between this SPD (or any information provided) and the official Plan document, the official Plan document governs.

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## Plan Information

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### Plan Name

The NRECA Dental Plan, which is a component Plan of the NRECA Group Benefits Program.

Plan Number: 501  
Plan Type: Enhanced Plus Dental Plan  
Year End: December 31  
Plan Effective Date: January 1, 2023

### Plan Funding

Plan coverage is self-insured and funded in whole or in part through contributions made by participating Employers or Participants to the:

NRECA Group Benefits Trust  
National Rural Electric Cooperative Association  
4301 Wilson Boulevard  
Arlington, VA 22203-1860

### Plan Administration

Except where pre-empted by ERISA or other U.S. laws, the Plan's validity and any other provisions will be determined under the laws of the Commonwealth of Virginia. The Plan administration type is sponsor administration. Plan records are kept on a calendar-year basis.

### Named Fiduciary

The named fiduciary of the NRECA Group Benefits Program (Program) is the Insurance and Financial Services Committee (I&FS Committee) of the NRECA Board of Directors (Board), whose members are appointed by the President of the Board from members of the Board. The I&FS Committee has both the central fiduciary responsibility for the Program and is vested with the discretion to select providers for the Program, including the Plan Administrator, investment managers, and trustee. It is charged with management of the Program and the NRECA Group Benefits Trust. The I&FS Committee delegates authority to various entities and individuals to carry out required Plan operations and then actively monitors its delegates to help ensure compliance with complex federal laws and regulations governing employee benefit plans.

### Plan Sponsor

National Rural Electric Cooperative Association  
4301 Wilson Boulevard  
Arlington, VA 22203-1860

Plan Sponsor's Employer Identification Number: 53-0116145

NRECA, as the Plan Sponsor, must abide by Plan rules when making decisions about how the Plan operates and how benefits are paid.

### Plan Administrator

Senior Vice-President, Insurance and Financial Services  
National Rural Electric Cooperative Association  
4301 Wilson Boulevard, Mailstop IFS7-355  
Arlington, VA 22203-1860

703.907.5500

The Plan Administrator has discretionary and final authority to interpret and implement Plan terms, resolve ambiguities and inconsistencies, and make all decisions about eligibility and entitlement to coverage or benefits.

In addition to the Senior Vice-President of the Insurance and Financial Services department, the person listed below has certain administration responsibilities for your Employer:

Benefits Administrator  
ASSOCIATED ELECTRIC CO-OP  
2814 S. Golden  
Springfield, MO 65801

**Plan Trustee**

State Street Bank and Trust Company  
1200 Crown Colony Drive, 5th Floor  
Quincy, MA 02169

**Agent for Service of Legal Process**

The agent of service of legal process is the Plan Administrator. The Plan Administrator receives all legal notices on behalf of the Plan Sponsor regarding claims or suits filed with respect to this Plan. Such legal process may also be served upon the Plan Trustee.

**Claims Administrator**

Cooperative Benefit Administrators, Inc. (CBA)  
P.O. Box 6249  
Lincoln, NE 68506

## Chapter 1: Contact Information

For Information About	Contact	
<ul style="list-style-type: none"> <li>• <b>Claims</b></li> <li>• <b>Preferred dental providers</b></li> </ul>	<p><b>United Medical Resources (UMR)</b>            P.O. Box 30515            Salt Lake City, Utah 84130-0515</p> <p><b>GEHA Connection Dental Network</b>            877.277.6872            gehasolutions.com</p>	
<p><b>Authorization of dental services</b></p>	<p><b>Participants</b></p> <p>Cooperative Benefit Administrators, Inc. (CBA)            866.673.2299, option 1  <a href="mailto:contactcenter@nreca.coop">contactcenter@nreca.coop</a>            cooperative.com</p>	<p><b>Providers</b></p> <p>UMR            877.233.1800</p>
<p><b>General benefit questions</b></p> <ul style="list-style-type: none"> <li>• Eligibility</li> <li>• Enrollment</li> <li>• When coverage begins or ends</li> <li>• Cost of coverage</li> <li>• Family and Medical Leave Act (FMLA)</li> </ul>	<p><b>Benefits Administrator</b></p> <p>ASSOCIATED ELECTRIC CO-OP            2814 S. Golden            Springfield, MO 65801</p>	
<p><b>COBRA administrator</b></p>	<p><b>UMR</b>  <b>COBRA Administration</b>            PO BOX 1246            Wausau WI 54402</p>	
<p><b>Designating an Authorized Representative</b></p>	<p><b>NRECA Privacy Officer</b></p> <p>4301 Wilson Boulevard            Arlington, VA 22203-1860            Telephone: 703.907.6601            Fax: 703.907.6602            Email: <a href="mailto:privacyofficer@nreca.coop">privacyofficer@nreca.coop</a></p>	



## Chapter 2: Enhanced Plus Dental Plan Highlights

Dental Service	Plan Pays <sup>1</sup>	Deductible Applies?	Benefit Maximum <sup>3</sup>
Preventive and diagnostic services	100%	No	\$2,000
Basic services <sup>2</sup>	100%	Yes, \$50 per person.	\$2,000
Major services <sup>2</sup>	80%	Yes, \$50 per person.	\$2,000

<sup>1</sup>Eligible charges are subject to reasonable & customary (R&C) rates for a covered service. You will be responsible for 100% of any other costs or charges, including eligible charges above R&C Rates. See the chapter titled How The Plan Works for the definition of R&C Rates. Please review the remainder of this SPD for full details.

<sup>2</sup>The Deductible is a combined amount for basic and major services.

<sup>3</sup>For all pediatric dental services, other than orthodontia, annual benefit maximums do not apply.

Dental Service	Plan Pays	Deductible Applies?	Benefit Maximum	Who Is Eligible
Orthodontia	50%	No	\$2,000 lifetime benefits per eligible person.	All those enrolled in the Plan

## Chapter 3: Eligibility and Participation Information

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### Eligibility to Participate

To be eligible to participate in this Plan, you must:

- Be part of a benefits-eligible classification;
- If you are an active Employee, satisfy one of the Hours of Service Requirements for active Employees described in the section below; and
- Have satisfied the Eligibility Waiting Period, if applicable.

Listed below are the Plan's eligible and excluded classes. See your benefits administrator if you have specific questions about eligibility.

### Benefits-eligible Classifications

**These Employee classifications are eligible to participate in this Plan:**

- Active Employees;
- Dependents of Employees;
- Disabled Employees receiving Employer-sponsored long-term disability (LTD) benefits;
- Dependents of disabled Employees receiving Employer-sponsored LTD benefits;
- Under age 65 retired Employees (if covered by the Plan at the time of retirement);
- Under age 65 dependents of retired Employees (if covered by the Plan at the time of retirement);
- Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) beneficiaries; and
- Employees on approved leave of absence (see *Your Benefits During a Leave of Absence* chapter for details).

**Your Employer treats Employees who are on long-term disability (LTD) (as defined by your Employer's LTD plan) as active Employees for purposes of eligibility to participate in this Plan.**

**For purposes of Plan eligibility, your Employer defines "retiree" as a former Employee who is under age 65 and has met the following criteria:**

- A person who retires at or after age 55, regardless of years of service

**These Employee classifications are not eligible to participate in this Plan:**

- Intern (including student intern, work-study student)
- Other: Leased Workers and Student Workers

### Hours of Service Requirement for Active Employees

As a **full-time active Employee**, you must satisfy one of these Hours of Service Requirements:

- Upon hire (or status change), you are expected to work at least 1,000 hours for your Employer as an active Employee during your first 12 months of employment;
- Upon hire (or status change), you had worked at another participating Employer within the past six months and had met the eligibility requirements at the prior participating Employer; or
- At the time of annual enrollment, you had worked at least 1,000 hours for your Employer in the preceding calendar year.

As a **part-time active Employee**, you must be classified as eligible for benefits and also satisfy one of these Hours of Service Requirements:

- You must work 1,000 hours in the first calendar year following your hire date; or
- At the time of annual enrollment, you had worked at least 1,000 hours for your Employer in the preceding calendar year.

Benefits as a part-time active Employee begin on either the date you complete 1,000 hours or at the end of the Eligibility Waiting Period, whichever is later.

## Coverage for Your Dependents

If you are eligible to participate, then each of your dependents who individually satisfies one of the following requirements may also participate in the Plan. For certain dependents, you may be required to provide documentation to NRECA to support eligibility (see *The Plan's Right to Audit* section in this chapter).

Eligible dependent(s) must be:

- Your spouse (spouse means the person to whom a Participant is legally married under applicable state law, provided that such marriage is recognized as a legal marriage by the state in which the Participant's Employer has its principal place of business);
- Your child<sup>1</sup> (married or unmarried), up to age 26 who is:
  - Your biological child;
  - Your stepchild by marriage;
  - A child adopted by you (or placed for adoption with you); or
  - A child for whom you have legal guardianship;
- Your child<sup>1</sup> who is recognized under a Qualified Medical Child Support Order (QMCSO) as having a right to enrollment under your group health plan (if the child is eligible as stated above); or
- Your incapacitated adult child<sup>1</sup>.

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<sup>1</sup>A dependent child's coverage ends at 11:59 pm on the last day of the month in which he or she reaches age 26.

## Eligibility Requirements for Incapacitated Adult Children

Coverage for a child may continue past the age limit if the child is incapable of self-sustaining employment because of a mental or physical disability, and if your child:

- Is at least 26 years of age;
- Is unmarried;
- Qualifies as your tax dependent on an annual basis because he or she is permanently and totally disabled (as defined by the Internal Revenue Service [IRS] in Publication 501); **and**
- Has been continually covered as your eligible dependent under the NRECA Dental Plan on the date just prior to the date participation would have ended due to age or another insurer prior to attaining age 26.

If all above criteria are met, then you may enroll your incapacitated adult child at one of the following times:

- During your designated enrollment period for newly hired and newly eligible Employees;
- During annual benefits enrollment; or
- Within 31 days of a life or employment event.

When you initially request dependent coverage for an incapacitated adult child (and each year thereafter during annual enrollment), you must fill out the *NRECA Statement of Dependency (SOD)* form. This form provides proof of the dependent's incapacity, prior coverage, and tax dependency. NRECA reviews the form and approves or denies coverage. At any time, the Plan may ask for additional documentation to verify one or more of your dependents' eligibility.

Subject to the *Date Your Insurance for Your Spouse and Child Ends* section, your child's coverage continues:

- While such child remains incapable of self-sustaining employment because of a mental or physical disability;
- If the SOD form is completed and approved when required; and
- While such child continues to qualify as a child, except for the age limit.

## You and Your Spouse or Child Work for Participating Employers

One person cannot be simultaneously covered by the Plan as 1) an Employee, Director, or retiree; and 2) a spouse or child. Also, the same individual may not be covered under more than one NRECA group Dental Plan at one time.

### Current Spouse

If both you and your current spouse work for a participating co-op and are eligible for coverage separately (as an Employee, Director, or Retained Attorney), you will each be covered individually at your respective Employers. However, if you wish to cover eligible dependent children, **four** options are available:

- You enroll in individual coverage while your spouse and dependent children enroll in Employee plus child(ren) or family coverage;
- Your spouse enrolls in individual coverage while you and your dependent children enroll in Employee plus child(ren) or family coverage;
- You enroll in family coverage (including your spouse and eligible-dependent children), and your spouse has no coverage under his or her own employment record; or
- Your spouse enrolls in family coverage (including you and your eligible dependent children), and you have no coverage under your own employment record.

### Former Spouse

If both you and your former spouse work for a participating Employer and are eligible for coverage separately (as an Employee, Director, or Retained Attorney), you will each be covered individually at your respective Employer. However, if you wish to cover eligible dependent children, **two** options are available:

- **Your** enrollment election includes your jointly eligible dependent children. Therefore, your former spouse's enrollment election must **exclude** your jointly eligible dependent children; or
- Your **former spouse's** enrollment election includes your jointly eligible dependent children. Therefore, your enrollment election must **exclude** your jointly eligible dependent children.

### If You Are Both a Retiree and an Employee

If you are a retiree **and** an Employee of a participating Employer and are eligible for coverage separately (as an Employee, retiree, Director, or Retained Attorney), you are not permitted to be covered under more than one NRECA Group Dental Plan at a time. Rather, you must choose to be covered as an Employee, retiree, Director, or Retained Attorney.

If both you and your spouse (or former spouse) work for or are retired from a participating Employer and are eligible for coverage separately (as an Employee, retiree, Director, or

Retained Attorney), you each must choose whether to be covered as an Employee or retiree at your respective Employer. If you wish to cover eligible dependent children, **two** options are available:

- **Your** enrollment election includes your jointly eligible dependent children. Therefore, your former spouse's enrollment election must **exclude** your jointly eligible dependent children; or
- Your **former spouse's** enrollment election includes your jointly eligible dependent children. Therefore, your enrollment election must **exclude** your jointly eligible dependent children.

### **If Your Dependent Child Is Also an Employee**

If your child is employed by a participating Employer and is also eligible for coverage as your dependent, then he or she must choose to:

- Be covered as your dependent;
- Be covered as your former spouse's dependent; or
- Enroll in coverage as an individual Employee.

### **Eligibility Waiting Period**

Upon meeting the requirements described in the *Eligibility to Participate* section of this chapter, you must satisfy your Employer's Eligibility Waiting Period.

The Eligibility Waiting Period is the length of time you must have worked for your Employer before you may enroll in the Plan. Day one of your Eligibility Waiting Period corresponds with the first day you are Actively at Work in a benefits-eligible status.

If you contribute any portion of the premium for coverage, you may enroll in insurance coverage by enrolling in benefits with your Employer using their enrollment process or completing and returning the *NRECA Employee Worksheet* form to your benefits administrator within **31 days** of satisfying your Employer's eligibility waiting period. The form is available from your benefits administrator.

### **Your Plan's Eligibility Waiting Period**

**No Waiting Period is required by this Plan.**

### **Moving from Part-time to Full-time Employment Status During the Year**

If you move from part-time to full-time status during the calendar year and:

- If your Employer **excludes** part-time Employees from eligibility for benefits, then your Eligibility Waiting Period begins the date you move into an eligible status; or
- If your Employer **includes** part-time Employees in eligibility for benefits, then your Eligibility Waiting Period began the first day you were Actively at Work in a benefits-eligible status. If you have already met the Eligibility Waiting Period, then you are eligible for coverage immediately.

### **Rehired Former Employees and Rehired Retirees**

A retiree who is rehired into a full-time position is eligible to participate in the Plan on the **date of rehire** if he or she:

- Has been continuously enrolled in the Plan as a retiree since retirement;
- Has maintained COBRA continuation coverage for the duration of the break in service; or
- Incurred a break in service immediately preceding rehire of six months or less.

A former Employee (or retiree) who is rehired into a full-time position **must satisfy the Employer's Eligibility Waiting Period** if he or she:

- Has not been continuously enrolled in the Plan as a retiree since retirement;
- Has not maintained COBRA continuation coverage for the entire break in service; or
- Incurred a break in service immediately preceding rehire of six months or longer.

**Note:** If part-time employment is a benefits-eligible status at your Employer and you are rehired into a part-time position, then you must also satisfy the 1,000 Hours of Service Requirement as a part-time active Employee.

## Health ID Card

After you enroll in this Plan, you will receive a health identification (ID) card. You can also go to cooperative.com > My Benefits > My Insurance to print a health ID card or order a new health ID card. Present your card each time you visit a provider.

## When Coverage Begins (Participation Date)

You are covered under this Plan on either the Plan's effective date or the date you meet the eligibility criteria, whichever is later. See the *Eligibility to Participate* and *Eligibility Waiting Period* sections in this chapter.

## Cost of Coverage

You and your Employer share the cost of your coverage and, if applicable, your dependents' coverage as follows:

- **Active Employees:** The employer pays 100% of the cost of your coverage.
- **Dependents of Employees:** You pay the entire cost of your coverage.
- **Disabled Employees:** The employer pays 100% of the cost of your coverage. [The Cooperative will pay the premiums for dental coverage for a disabled employee for a period of up to 3 1/2 years for employees with more than 5 years total Cooperative service and for a period of up to 1 1/2 years for employees with less than 5 years total Cooperative service.]
- **Dependents of disabled Employees:** You pay the entire cost of your coverage. [The Cooperative will pay the premiums for dental coverage for a disabled employee for a period of up to 3 1/2 years for employees with more than 5 years total Cooperative service and for a period of up to 1 1/2 years for employees with less than 5 years total Cooperative service.]
- **Under age 65 retired Employees:** You pay the entire cost of your coverage.
- **Under age 65 dependents of retired Employees:** You pay the entire cost of your coverage.

Your Employer will give you specific information about the cost of your coverage before you enroll in the Plan, whether at your initial enrollment, annual enrollment, or special enrollment. The cost of this coverage is subject to your Employer's policies and can change at any time.

## Making Changes During the Year and Special Enrollment

If you experience one of the events listed below, you may be able to add, change, or drop coverage for yourself or your dependents. Also, if you decline coverage during your initial enrollment period and later experience one of the events listed here, you may qualify to add coverage for yourself and your eligible dependents. If you experience a qualifying event, you

have 31 days from the date of the event to request enrollment or disenrollment. You may enroll new dependents as indicated if they satisfy the requirements for Plan eligibility.

Events include:

- Marriage;
- Divorce or annulment;
- Birth, adoption, placement for adoption, or court-appointed legal guardianship of your dependent child;
- Death of your spouse or dependent child;
- Loss of or enrollment in other group or individual health plan coverage (see *Losing Other Coverage* below);
- Changes in your employment status (e.g., part-time to full-time, completion of an Employer trial work period or Waiting Period, going on or returning from an Employer-approved leave of absence, going on or returning from long-term disability leave, termination of employment, or retirement) that would make you eligible to participate in the Plan or to make a change to your Plan elections; or
- Annual enrollment, if offered by your Employer.

**If you use your Employer's Internal Revenue Code Section 125 plan to make premium payments for coverage on a pre-tax basis, the requested election change must be consistent with one of the change-in-status events listed above.** For example, if an employee divorces, the employee may drop coverage for the spouse and stepchildren, if applicable, but not for himself or herself or other covered dependents.

Coverage changes in this Plan, if elected on a timely basis, are effective retroactively to the date of the divorce, marriage, birth, adoption, placement for adoption, or legal guardianship. If you (as an Employee) or your spouse are not currently enrolled, you may enroll yourself and your spouse when you enroll a new dependent child.

If you do not enroll new dependents within **31 days**, you must wait until the next event in the list above, change in employment status, or annual enrollment to obtain coverage for the new dependent.

Effective from March 1, 2020 until the extended due date defined below, and notwithstanding the foregoing, the deadline for the special enrollment period for enrolling in a health plan after a loss of coverage or acquiring a new dependent due to birth, marriage, adoption, or placement of adoption shall be extended without regard to the Outbreak Period. The "Outbreak Period" runs from March 1, 2020 until sixty (60) days after the COVID-19 National Emergency ends.

Contact your benefits administrator if you have questions about qualifying events.

### **Losing Other Coverage**

If you 1) declined dental coverage for yourself or your dependents because you have other dental coverage and 2) either you or your dependents later lose the other dental coverage, those who lost coverage may qualify for **special enrollment** in this Plan. Your new enrollment form must be completed within 31 days of the date dental coverage was lost.

A loss of other dental coverage qualifies for special enrollment treatment **only** if **one** of the following conditions is met:

- You, as an active Employee, or your dependents were covered under another group or individual dental plan or another group or individual dental insurance policy (through or outside of a Health Insurance Marketplace) at the time you were eligible for dental coverage under this Plan, and you or your dependents lose such coverage through no fault of your/their own; or

- You, as an active Employee, or your dependents lost the other group dental coverage because you exhausted COBRA continuation coverage, and either you were no longer eligible under that plan or an Employer's contributions under that plan stopped.

**Note:** You and your spouse do not have special enrollment rights if your coverage ended either because you failed to pay premiums on time or because your coverage was terminated for cause, such as making a fraudulent claim or an intentional misrepresentation of a material fact.

### **Special Rules for Retirees and Their Covered Dependents**

If you are a covered retiree, you may drop your coverage or your dependents' coverage at any time during the year without a life or employment event. To do so, you must notify your benefits administrator within **31 days** of the requested date of coverage change. However, if you drop your coverage or your dependents' coverage, you are not permitted to re-enroll yourself or your dependents in such coverage.

If you are the covered dependent of a retiree who is currently enrolled in the Plan and you are under age 65, you are eligible for special enrollment upon marriage or acquisition of a new dependent by marriage, adoption, birth, placement for adoption, or legal guardianship.

**Note:** Retirees and dependents of retirees are not eligible for special enrollment opportunities that arise from their loss of other coverage.

### **Special Enrollment Rights Under CHIP**

Under the Children's Health Insurance Program (CHIP) Reauthorization Act of 2009, you and your dependents who are covered by this Plan may be eligible for a special opportunity to enroll in (or withdraw from) the Plan, as applicable, under the following conditions:

- If you or your dependents lose coverage under your state's CHIP or Medicaid program, you may be able to enroll yourself and your dependents in this Plan, provided that you request enrollment within 60 days after the termination of your state's CHIP or Medicaid coverage;
- If you or your dependents become eligible for a premium assistance subsidy under your state's CHIP or Medicaid coverage, you may be able to enroll yourself and your dependents in this Plan, provided that you request enrollment within 60 days after eligibility is determined; or
- If you or your dependents become eligible for coverage under your state's CHIP or Medicaid program, you and your dependents have the right to withdraw from this Plan the first day of the month after you give notice to your Employer.

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

The Plan extends benefits to an Employee's noncustodial child, as required by any QMCSO, under the Employee Retirement Income Security Act of 1974 (ERISA) §609(a), to the extent such child is otherwise eligible to be covered under the Plan. The Plan has procedures for determining whether an order qualifies as a QMCSO. Participants and beneficiaries can obtain, without charge, a copy of such procedures from the Plan Administrator.

### **When Coverage Ends**

**Your coverage ends** at termination of employment.

Your coverage (and your dependents' coverage) ends if:

- You fail to pay your share of the premium;
- Your hours worked drop below the required eligibility threshold;
- You are no longer in a status that is eligible to participate in the Plan;



- **You retire after age 65**, your coverage ends on your last day of employment if you do not elect retiree coverage. If you elect retiree coverage, your coverage will end on the last day of the month;
- **You retired prior to age 65**, coverage ends on the last day of the month prior to when you turn 65 unless your birthday falls on the first day of the month. In that case, your coverage ends on the last day of the second month prior to your 65th birthday.
- **You are the dependent spouse of a retiree**, your coverage ends the last day of the month prior to when you turn 65 unless your 65th birthday falls on the first day of the month. In that case, your coverage ends on the last day of the second month prior to your 65th birthday.
- **You are the dependent child of a retiree**, your coverage ends when you no longer meet the Plan's dependent child eligibility requirements.
- **You are an Active Employee that becomes entitled to Medicare**, and you request to discontinue your coverage under this Plan due to Medicare enrollment. Under these circumstances, your coverage shall terminate at the end of the month in which notification of your request has been provided to the Plan.
- You or your dependents submit false claims or misuse health ID cards;
- You or your dependents 1) intentionally misrepresent a material fact concerning eligibility for Plan coverage or benefits or 2) commit fraud to obtain Plan coverage or benefits. (In either case, coverage termination will be retroactive to the date of ineligibility and you, or your dependents, will receive 30 days' advance written notice of coverage termination. See the *Rescission of Coverage* section below. An intentional misrepresentation of fact includes, but is not limited to, your failure to report a divorce, a change in your dependent's eligibility status, or any other change in eligibility status in accordance with Plan terms.); and
- Your uncompensated leave of absence exceeds the thresholds outlined in the *Your Benefits During a Leave of Absence* chapter.

**Your coverage ends** on the date your Employer no longer offers the Plan. Your coverage also ends if:

- The Plan terminates;
- The Employer terminates its participation in the Plan;
- You voluntarily make a permitted election to drop coverage; or
- You die.

**In all of the above cases, coverage for your spouse and children ends** when your coverage ends. Dependent coverage also ends:

- For a spouse, upon divorce at 11:59 pm the last day before your divorce is official. Your official divorce date is your first day without coverage under the Plan;
- For any dependent, when he or she no longer meets dependent eligibility requirements (i.e., a step-child in the event of a divorce or death of the natural parent);
- When you voluntarily make a permitted election to drop a dependent's coverage; or
- When your covered dependent dies.

## **Rescission of Coverage**

Rescission of Coverage means cancellation, termination, or discontinuance of coverage effective as of a past date on which you became ineligible. The Plan will rescind your (or your dependents') coverage with 30 days' advance written notice if, in its sole discretion, the Plan determines that your fraud against the Plan or your intentional misrepresentation of a material

fact resulted in eligibility for you or your dependents when in fact you (or your dependents) were not eligible.

An *intentional misrepresentation of fact* includes, but is not limited to, your failure to report a divorce, a change in your dependent's eligibility status, or any other change in eligibility status in accordance with Plan terms. Enrolling an ineligible individual or failure otherwise to comply with the Plan's eligibility requirements constitutes fraud or an *intentional misrepresentation of material fact*.

The following coverage terminations are **not** Rescissions of Coverage and do not require the Plan to give you 30 days' advance written notice of coverage termination:

- The Plan terminates your (and your dependents') coverage retroactive to your employment termination date or the date you made a change in coverage election when 1) there is a delay in your Employer's administrative recordkeeping that results in your Employer's failure to notify the Plan of your termination of employment or of a change in coverage election in a timely manner, 2) you paid no Plan premiums or contributions after your employment termination date or the date you made a change in coverage election, and 3) no claims have been paid by the Plan;
- You failed to pay timely, required premiums or contributions for Plan coverage and, as a result, the Plan terminates your (and your dependents') coverage as of the last coverage date for which you did pay required Plan premiums or contributions on time; or
- The Plan retroactively terminates coverage for either your former spouse or your stepchildren, as of your divorce date, when 1) the Plan is not notified of the divorce in a timely manner and 2) the full COBRA premium has not been paid by your former spouse.

When the Plan's coverage of you (or your dependents) should not have occurred because of an unintentional mistake or error, the Plan will terminate that coverage prospectively—going forward—once the mistake or error is identified. Because such termination is not a Rescission of Coverage, the Plan will not give you 30 days' advance written notice.

### **Moving from Full-time to Part-time Employment Status During the Year**

Your Employer **includes part-time Employees** in benefits eligibility. If you move from full-time to part-time status during the calendar year:

- Coverage for you and your enrolled dependents continues through the end of the first calendar year in which you do not work 1,000 hours.

### **Misuse of Plan Health ID Card**

The health ID card issued by the Plan to you and your dependents is for identification purposes only and must be used only by you and your covered dependents. Possession of a health ID card confers no right to services or benefits under this Plan. Misuse of the card is grounds for termination of your coverage, as described above.

### **Continuation of Coverage**

You must be covered on your last day of employment to be eligible to continue coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). For details, see the *Continuing Coverage Under COBRA* chapter.

**Note:** If you are covered by this Plan as an active Employee, Director, or Retained Attorney and you voluntarily drop coverage because you become eligible for Medicare, you and your dependents cannot elect COBRA coverage to continue coverage under this Plan.

Continuation and reinstatement rights may be available if you are absent from employment to perform uniformed service governed by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). For details, review the section about USERRA in the *Your Benefits During a Leave of Absence* chapter.

## **The Plan's Right to Audit**

The Plan reserves the right to audit your eligibility (and your dependents' eligibility) by requesting substantiating documentation. In the event either you or your dependent(s) are later found to be ineligible for coverage, coverage may be canceled retroactively to the date of ineligibility and the Plan will seek to recover any claims paid on your behalf or on behalf of the ineligible dependent(s). Enrollment of an ineligible individual, whether yourself or your dependent, will be treated by the Plan as an intentional misrepresentation of material fact or fraud.

## Chapter 4: Your Benefits During a Leave of Absence

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### General Information

A leave of absence means time away from work, as permitted by your Employer, for reasons such as military duty, family care, disability, or personal needs. **Time away from work does not include time off as a result of disciplinary suspension.**

Depending on the types of leaves your Employer offers, you may remain eligible to participate in this Plan while you are on a leave of absence. How you (or your Employer) pay for your Plan premiums during a leave of absence may vary. **Remember that the specific Plan provisions described in the individual chapters of this SPD continue to govern the administration of benefits during your leave of absence.**

Your leave of absence may be protected under either the **Family and Medical Leave Act (FMLA)** or the **Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)**. Specific sections later in this chapter describe each of these leave types in more detail.

If you have questions about your own leave of absence, contact your benefits administrator.

### Compensated and Uncompensated Leave of Absence

Your approved leave of absence may be **compensated** or **uncompensated** based on the sources of income you receive during your leave of absence.

**Compensated** leave means the period of time that you are **not** Actively at Work and you **are** receiving one or more of the following sources of income:

- Base wages (pay) for time worked;
- Accrued, unused paid time off (such as sick leave, vacation leave, or personal leave);
- Holiday pay (including pay for floating or variable holidays);
- Pay by your Employer for other time away from work (e.g., bereavement, community service, general election voting, jury duty, weather closings);
- Short-term Disability benefits from your Employer;
- Long-term Disability benefits from your Employer;
- Military supplement pay; or
- Salary continuation programs and extended illness benefits.

**Uncompensated** leave means the period of time that you **are not** Actively at Work and **are not** receiving one or more of the income sources listed above.

### Eligibility to Participate During Your Leave of Absence

If your employment continues and you are on an Employer-approved **compensated** leave of absence, eligibility to participate in this Plan generally continues as long as the required applicable premium is paid.

If you are on an Employer-approved **uncompensated** leave of absence, eligibility to participate in this Plan may continue for up to 90 calendar days as long as the required applicable premium is paid. If you obtain other employment during your uncompensated leave of absence, your eligibility to participate may end before 90 calendar days.

**Note:** If you participate in your Employer's long-term disability (LTD) plan and either you have a claim pending with that plan (an initial claim, a claim for which an appeal is pending, or a claim for which the appeals filing deadline has not expired) or you are waiting for the LTD

plan's Benefit Waiting Period to end, then your eligibility to participate in this Plan continues as long as the required premium is paid. If your LTD claim is approved, continued eligibility to participate in this Plan depends on your Employer's policy. If your LTD claim is denied, then your eligibility to participate in this Plan ends on either the date your initial claim is denied or the date your claim is denied on appeal.

## Annual Benefits Enrollment

When you are on a leave of absence and are eligible to continue to participate in this Plan, you may generally make benefit elections (subject to all Plan enrollment provisions) during the annual benefits enrollment period for the upcoming Plan year. Benefits elected during the annual benefits enrollment period and corresponding costs for coverage become effective January 1 of the following year. However, if during the annual benefits enrollment period you elect a benefit option with an Actively at Work requirement and then, on the following January 1, you are on a leave of absence, your coverage effective date will be delayed until you return to work in a benefits-eligible position.

## Paying for Benefits During Your Leave of Absence

You or your Employer must make the required premium payments for your benefit coverage while you are on a leave of absence. If your benefits coverage terminates due to nonpayment of premiums, reinstatement or re-enrollment options will vary when you return to work in a benefits-eligible position immediately following your leave. See the *Returning from a Leave of Absence* section below for details.

## Returning from a Leave of Absence

If your premiums were paid while you were on a leave of absence and you return to work in a benefits-eligible position immediately afterward, then your benefit elections will continue on your return.

If you return to work immediately following the end of your approved leave, you are eligible to re-enroll in this Plan. Your coverage is effective on the date you return to work. For additional information, contact your benefits administrator or see the *Making Changes During the Year and Special Enrollment* section in the *Eligibility and Participation Information* chapter.

Different requirements may apply when you return from a leave of absence that is protected under FMLA or USERRA. For additional information, see the sections in this chapter about FMLA and USERRA.

## If You Terminate Employment While on a Leave of Absence

If your employment ends either during or at the end of your leave of absence and your benefits coverage was not terminated during the leave, you or your Employer must make any required premium payments that did not occur. If you do not pay for all elected benefit coverages by the due date, your coverage will end **on the date of termination**. If your coverage terminates due to premium nonpayment, you may lose eligibility for COBRA continuation coverage.

## Workers' Compensation

Your period of workers' compensation may be either compensated (paid) or uncompensated (unpaid), depending on whether you receive income from any source listed in the *Compensated and Uncompensated Leave of Absence* section in this chapter. If you receive one of these income types, then you are eligible to continue your benefits until your

compensated leave ends. If your workers' compensation is considered an uncompensated leave, your coverage will end on the last day worked.

## **Family and Medical Leave Act (FMLA)**

### **Basic Leave Entitlement**

FMLA requires covered Employers to provide up to 12 weeks of unpaid, job-protected leave to eligible Employees. The following leaves of absence are protected under FMLA:

- Incapacity due to pregnancy, prenatal medical care, or childbirth;
- To care for the Employee's child after birth or placement for adoption or foster care;
- To care for the Employee's spouse, son, daughter, or parent who has a serious health condition; or
- A serious health condition that makes the Employee unable to perform his or her job.

If your leave is protected under FMLA, then until you return to work your Employer will continue to maintain your benefits if you elect to continue coverage and make the required premiums. If you do not choose to continue coverage during your FMLA leave, when you return to work your Employer will reinstate your coverage to the extent required by FMLA.

If you and your Employer are covered by FMLA and you do not return to work at the end of your FMLA leave of absence, you may be entitled to elect COBRA, even if you withdrew from coverage under this Plan during the leave.

### **Military Family Leave Entitlements**

Eligible Employees whose spouse, son, daughter, or parent is on (or called to) covered active duty may use their 12-week FMLA entitlement for certain related purposes. Examples include attending certain military events, arranging for alternative child care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Under FMLA, eligible Employees may also take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is:

- A current member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness; or
- A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible Employee takes FMLA leave to care for the covered veteran and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

For specific information about your co-op's benefits during an FMLA-covered leave, contact your benefits administrator.

## **Uniformed Services Employment and Reemployment Rights Act (USERRA)**

Under USERRA, if you begin an authorized military leave of absence to serve on active duty in 1) the U.S. Armed Forces or 2) the National Guard of a state that is called to federal service, you have certain employment and Employee benefit rights during and after your duty.

### **Military Leave of 31 or Fewer Days**

There is no impact to this Plan's benefits coverage for you or your covered dependents.

## **Military Leave Longer than 31 Days**

Your Plan coverage can continue through the first 24 months of an approved military leave to the extent required by USERRA, as long as you do not voluntarily drop coverage and continue to pay your portion of the premiums.

You may drop your Plan coverage when you begin military leave. Coverage stops if you stop paying your contributions or portion of the premiums or if you cancel coverage, as allowed under USERRA. The change in coverage will generally be effective the date your military leave begins.

If you drop your coverage when you start military leave, or if your coverage lapses or terminates due to nonpayment, and you later return to work in a benefits-eligible position within the applicable job reinstatement period, then your coverage and contributions can be reinstated to the extent required by USERRA. Coverage is effective upon your reemployment. If you do not reinstate your coverage within 31 days of your reemployment, then you may not re-enroll until the next annual enrollment period, unless you have an applicable special enrollment right, life event, or employment event. For more information, see the *Special Enrollment Rights Under CHIP and Making Changes During the Year and Special Enrollment* sections in the *Eligibility and Participation Information* chapter.

For specific information about your co-op's benefits and premium requirements during military leave, contact your benefits administrator.

## Chapter 5: Enhanced Plus Dental Plan Benefits

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### How the Plan Works

This Plan covers preventive and diagnostic services to encourage you and your covered dependents to maintain healthy teeth. It also covers basic and major restorative services to repair teeth. Orthodontic services to help straighten teeth are also included. The *What the Plan Covers* section in this chapter provides a detailed list of the services covered under each of these major categories.

#### The Dental PPO Network

Under this Plan, you may visit any licensed Dentist; however, NRECA has partnered with Connection Dental PPO network for discounted dental services. GEHA Connection Dental Network has a group of participating dental providers. A GEHA Connection Dental PPO network logo appears on your health ID card to let providers know you qualify for a discount. Your *Explanation of Benefits* notice will reflect the dental PPO network discount.

If you are eligible to participate in the Plan, you and your eligible dependents may go to any dental provider; however, if you use a provider who participates in the dental PPO network, you are eligible to receive a discount on covered services.

Remember these facts about the dental PPO network:

- Dental PPO network providers are not affiliated with, have not been selected by, and have no contract with your Employer. The Plan pays network Dentists according to contracted rates and these rates apply only to dental network providers;
- Neither the Plan nor your Employer provide or guarantee the quality of the dental care that you or a covered dependent receive; and
- You always have the choice of what services you receive and who provides your care, regardless of what the Plan covers or pays.

To identify which providers participate in the GEHA Connection Dental PPO network:

- Refer to the dental logo on your health ID card;
- Review the most current list of preferred providers online at [gehasolutions.com](http://gehasolutions.com); or
- Call GEHA Connection Dental Network at 877.277.6872 for assistance.

#### Reasonable and Customary (R&C) Rates

The R&C Rate for any service or supply is the usual charge for the service or supply in the absence of insurance, but not more than the prevailing charge for a like service or supply in the geographic area.

A **like service** is a service of the same nature and duration that requires the same skill and is performed by a provider of similar training and experience.

A **like supply** is a supply that is identical or substantially equivalent.

**Area** means the municipality (or, in the case of a large city, the subdivision of it) in which the service or supply is actually provided or such greater area as is necessary to obtain a representative cross-section of charges for a like service or supply.

When determining applicable R&C Rates, CBA in its sole discretion consults industry-wide databases, which may include, without limitation, Fair Health and a factor of Medicare rates, and relies on the methodologies of third parties, whether or not such databases and third parties are listed in the Plan. CBA may also consider factors such as:

- The nature and duration of the service;
- The skills required to perform that service;



- The training and experience of the provider who performs the service; and
- The dental supplies necessary for the treatment or service.

### **Covered Services**

This Plan is designed to cover charges for dental services that produce a professionally satisfactory result, not treatment that is more expensive than needed for good dental care.

The Plan may cover all or a portion of eligible charges. An eligible charge is the amount charged by a Dentist for a covered service provided to you or for your covered dependent. To be an eligible charge, the expense must be for a service that is:

- On the list of dental services provided under the Plan;
- Part of a treatment plan; and
- Not excluded by the Plan (these are listed in the *General Exclusions and Specific Exclusions* sections of this chapter).

If you have questions about whether a dental service charge is an eligible charge, contact CBA.

### **Evaluation of Services**

When evaluating submitted or billed charges to determine which are eligible for coverage, the Plan also reviews how each procedure or service is coded. The Plan will pay benefits based on industry coding standards when procedures and services commonly considered to be incidental or combined are instead billed or listed separately.

### **Cost-sharing**

In most cases, when you or a covered dependent obtain dental care, you and the Plan will share the cost of that care in one or more ways.

### **The Deductible**

**The Deductible for this Plan is \$50.** The Deductible is the combined amount that you or a covered dependent must pay each calendar year for eligible basic and major dental services before the Plan will pay benefits (see the sections later in this chapter that describe basic and major services). Deductibles do not apply to preventive and diagnostic covered dental services.

### **Coinsurance**

For some dental treatments and services, you and the Plan share the cost of expenses once any required Deductible is satisfied: you pay a percentage of the cost and the Plan pays the remainder. This is called Coinsurance. Below is a summary of how you and the Plan share costs through Coinsurance:

- The Plan will pay 100% of the cost of preventive and diagnostic services up to the R&C Rate<sup>1</sup> or the negotiated fee agreed to by the dental PPO provider for dental services;
- The Plan will pay 100% up to the R&C Rate<sup>1</sup> or the negotiated fee agreed to by the dental PPO provider for basic dental services after the \$50 Deductible has been satisfied each calendar year; and
- The Plan will pay 80% up to the R&C Rate<sup>1</sup> or the negotiated fee agreed to by the dental PPO provider for major dental services after the \$50 Deductible has been satisfied each calendar year.
- The Plan will pay 50% of the costs of covered orthodontic treatment for an eligible person, up to the lifetime orthodontic benefit maximum of \$2,000.

<sup>1</sup>If your provider's charges exceed R&C Rates, you will be responsible for any amounts over those rates.

## Annual and Lifetime Benefit Maximums

The annual benefit maximum is the combined total amount the Plan will pay for a covered person in one year for preventive and diagnostic, basic, and major dental services. Pediatric Dental Services are not subject to the annual benefit maximums (see *Pediatric Dental Services* in this chapter). These are the benefit maximums for your Plan:

- **The Plan will pay a maximum of \$2,000** per person per calendar year in dental benefits for combined dental services other than orthodontia.
- **The Plan will pay a maximum of \$2,000** in benefits for orthodontia in an eligible person's lifetime.

## Dental Treatment Plans

If you and your Dentist expect a particular course of treatment to cost \$300 or more, the Dentist should first submit a dental treatment plan to CBA to obtain pre-treatment approval and an estimate of Plan benefits. The purpose of the treatment plan is to avoid any misunderstanding about what the Plan will cover. The treatment plan must be submitted to CBA and must include:

- Each of the Dentist's recommended services;
- The Dentist's charge for each service; and
- X-rays or any other documentation that CBA requests or requires.

CBA will review the treatment plan and consider alternate benefit services that may also be suitable for the treatment of a specific condition in accordance with customary dental practices. After reviewing the treatment plan, CBA will return it to the Dentist, outlining the estimated benefits available from the Plan. This will help you and the Dentist to understand in advance what the Plan will pay and the charges for which you will be responsible.

Providers should submit an orthodontic treatment plan before providing orthodontic treatment for covered individuals. See the *Orthodontia* section in this chapter for more information.

An alternate benefit service will apply if:

- The Plan determines that a less expensive alternative procedure, service, or course of treatment can be performed in place of the proposed treatment to correct a dental condition; and
- The alternative treatment will produce a professionally satisfactory result.

When an alternate benefit service applies, the Plan's maximum allowable amount will be the R&C Rate for the less expensive treatment option.

Be sure to discuss treatment options with your Dentist and obtain a pre-treatment estimate of benefits from CBA before receiving services.

## When a Charge Is Incurred

The table below shows when the Plan considers a charge to have been incurred:

Service	The Charge Is Incurred On
An appliance or modification of an appliance	The impression preparation date
A crown, bridge, or gold restoration	The impression preparation date

<b>Implants</b>	The date the implant was placed
<b>A root canal therapy</b>	The date the pulp chamber is opened
<b>All other services</b>	The date the service is received
<b>Orthodontia</b>	The date orthodontic appliances are first installed

## Medically Necessary Services and Supplies

This Plan covers only services and supplies that are considered Medically Necessary. To be considered Medically Necessary, dental services or supplies must be:

- Ordered by a Dentist;
- Commonly and customarily recognized as appropriate for proper dental care and treatment;
- Neither educational nor experimental in nature; and
- Not furnished mainly for the purpose of dental or other research.

## What the Plan Covers

The Plan covers preventive and diagnostic services, basic and major restorative services, and orthodontia.

## Preventive and Diagnostic Services

Preventive and diagnostic services include visits to a Dentist, dental examinations, x-rays, space maintainers, pathology, sealants, and space maintainers. For information about what the Plan pays, please see the *Dental Plan Highlights* chapter.

### Visits and Examinations

- Professional visits during office hours for oral examination (but not more than two visits per person per calendar year);
- Professional visits after office hours (payment will be made on the basis of services rendered or the cost of the visit, whichever is greater);
- Consultation with a specialist for case presentation when diagnostic procedures have been performed by a general Dentist;
- Emergency palliative treatment;
- Teeth cleaning (prophylaxis):
  - For children under age 14 (limited to two cleanings per calendar year);
  - For individuals ages 14 and older, including scaling and polishing (limited to two cleanings per calendar year); and
- Topical fluoride application, including prophylaxis (limited to children under age 19 and limited to one course of treatment per year).

### X-rays and Pathology

- Bitewing x-rays (two films or four films; limited to one set of bitewing x-rays per calendar year);
- An entire denture series:
  - 14 or more films, including bitewings if necessary (limited to once every three years); or
  - Panorex: one single film of the full mouth (limited to once every three years);

- Single films; additional films (up to 12 each);
- Intraoral, occlusal view, maxillary, or mandibular;
- Upper or lower jaw, extraoral: one film or two films;
- Biopsy and examination of oral tissue;
- Microscopic examination; and
- Diagnostic casts.

### **Sealants**

- Children under age 19;
- Permanent molar teeth; and
- One application per tooth every 24 months.

### **Space Maintenance**

- Space Maintainers

## **Basic Services**

Basic dental services include fillings, restorative repairs, oral surgery, general anesthesia, periodontics, and endodontics. For information about what the Plan pays, please see the *Dental Plan Highlights* chapter.

### **Restorations (Fillings)**

- Amalgam (primary permanent teeth) cavities involving one surface, two surfaces, or three or more surfaces;
- Silicate cement;
- Plastic;
- Composite—cavities involving one surface, two surfaces, or three or more surfaces; and
- Pins (retention) when part of the restoration used is another metal instead of gold for crown restoration.

The Plan considers multiple restorations in one surface to be a single restoration.

### **Resin-based Composite Crowns**

- Resin-based composite coverage of anterior teeth, subject to the 7-year limit on crown replacements described in *Specific Exclusions* below.

### **Other Restorative Procedures**

- Denture repair:
  - Full and partial denture repairs;
  - Broken dentures (with no teeth involved);
  - Partial denture repairs (metal); and
  - Replacing missing or broken teeth (each tooth).
- Re-cementing of inlays, crowns, or bridges.

### **Occlusal Guards**

- Occlusal guards designed to treat and minimize the effects of bruxism (grinding). Occlusal guards are limited to one per 12-consecutive-month period.

### **Oral Surgery**

- Extractions:

- Uncomplicated extractions;
- Surgical extractions of erupted teeth;
- Surgical extractions of impacted teeth: soft tissue, partially bony, or completely bony; and
- Post-operative visits (for sutures and complications) that are necessary after multiple extractions and impaction.
- Alveolar or gingival reconstructions:
  - Alveolectomy (edentulous) per quadrant;
  - Alveolectomy (in addition to the removal of teeth) per quadrant;
  - Alveoplasty with ridge extension, per arch;
  - Removal of exostosis;
  - Excision of hyperplastic tissue, per arch; and
  - Excision of pericoronal gingival.
- Cysts and neoplasms:
  - Incision and drainage of abscess; and
  - Removal of cysts or tumors.
- Other surgical procedures:
  - Closure of salivary fistula;
  - Removal of foreign body from bone (independent procedure);
  - Maxillary sinusotomy for removal of tooth fragment or foreign body;
  - Closure of oral fistula or maxillary sinus;
  - Sequestrectomy for osteomyelitis or bone abscess, superficial;
  - Crown exposure to aid eruption;
  - Removal of foreign body from soft tissue; and
  - Frenectomy (under lip only).

## **General Anesthesia**

The Plan covers general anesthesia as a basic dental service:

- When provided in conjunction with a surgical procedure that is covered under the Plan;
- For children ages 6 and under; and
- Under the following circumstances:
  - Intellectual Disability;
  - Neuromuscular disease (spastic disease);
  - Allergy to local anesthesia; and
  - Infections at the site rendering local anesthesia ineffective for individuals ages 7 and older.

Contact CBA for additional information.

## **Periodontics**

- Emergency Treatment (e.g., periodontal abscess or acute periodontitis);
- Subgingival curettage or root planing and scaling, per quadrant (limited to four quadrants of each) per year;
- Correction of occlusion related to periodontal surgery, per quadrant;
- Gingivectomy (including post-surgical visits) per quadrant;
- Gingivectomy, osseous, or muco-gingival surgery (including post-surgical visits) per quadrant; and

- Gingivectomy, treatment per tooth (fewer than six teeth).

Patients who have completed periodontal treatment (surgical or non-surgical periodontal therapies, including scaling and polishing of the teeth and a periodontal evaluation) are eligible for up to four periodontal maintenance visits per calendar year.

### Anti-microbial Medications

Anti-microbial medications (localized delivery, not the administration of antibiotics) are covered if certain periodontal procedures occurred during the prior 12 months.

### Endodontics

Endodontics is a branch of dentistry that is concerned with diseases of the pulp. The limits shown below are for one tooth, unless otherwise indicated:

- Pulp capping;
- Therapeutic pulpotomy, in addition to restoration;
- Vital pulpotomy;
- Remineralization (Calcium Hydroxide, temporary restoration) as a separate procedure only; and
- Root canals (devitalized teeth only), including necessary x-rays and cultures but excluding final restoration:
  - Single rooted canal therapy (traditional or Sargenti method);
  - Bi-rooted canal therapy (traditional or Sargenti method);
  - Tri-rooted canal therapy (traditional or Sargenti method);
  - Apicoectomy, including filling of the root canal; and
  - Apicoectomy (separate procedure).

### Major Services

Major dental services include inlays, crowns, pontics (artificial teeth), restorative repairs, removable bridges, dentures, partial dentures, and implants. See the *General Exclusions and Specific Exclusions* section in this chapter for limits on covered charges. For information about what the Plan pays, see the *Dental Plan Highlights* chapter.

**Note:** Gold restorations and crowns are covered only as treatment for decay or traumatic injury. They are covered only when teeth cannot be restored using filling material or when the tooth is an abutment to a covered partial denture or fixed bridge.

### Inlays

- One, two, three or more surfaces; and
- Onlay, in addition to the inlay allowance.

### Crowns

- Acrylic, acrylic with gold, or acrylic with non-precious metal;
- Porcelain, porcelain with gold, or porcelain with non-precious metal;
- Non-precious metal (full cast);
- Gold (full cast, 3/4 cast, or dowel pin); and
- Stainless steel.

### Restorative Repairs

- Adding teeth or a partial denture to replace extracted natural teeth:
  - First tooth;

- First tooth with clasp;
- Each additional tooth and clasp; and
- Repairs of crowns and bridges.

### **Pontics (Artificial Teeth)**

- Cast gold (sanitary);
- Cast non-precious metal;
- Slotted facing (Steele's);
- Slotted pontic (Tru-pontic type);
- Porcelain fused to gold or non-precious metal; and
- Plastic fused to gold or non-precious metal.

### **Removable Bridges**

Benefits for removable bridges include coverage for all types of one-piece casting, gold, or chrome cobalt alloy clasp attachments per unit (including pontics).

### **Dentures and Partials**

- Complete upper or lower dentures;
- Partial acrylic upper or lower dentures with chrome alloy cobalt clasps, base, all teeth, and two clasps as well as each additional clasp;
- Partial lower or upper with chrome cobalt alloy lingual or palatal bar and acrylic saddles, base, all teeth, and two clasps as well as each additional clasp;
- Simple stress breakers, extra;
- Stayplate, base (each additional clasp);
- Office reline, cold cure, acrylic;
- Laboratory reline;
- Special tissue conditioning, per denture; and
- Denture duplication (jump case), per denture.

For dentures and partials, Plan benefits also include adjustments needed after installation.

### **Implants**

- Implant supported prosthetics;
- Surgical placement of the implant body. This global procedure includes the second-stage surgery, and the placement of the healing cap;
- Abutment procedures;
- Final prosthesis; and
- Repair, removal, and maintenance of implants once in a 12 month period.

### **Pediatric Dental Services**

Pediatric dental services are services for individuals under age 19. These include preventive and diagnostic services, basic services, and major services. Both Deductibles and Coinsurance apply. Benefits for these services do not count toward the annual maximum benefit limit. Frequency limits, such as those for diagnostic and preventive care, still apply. Pediatric dental services exclude orthodontia.

## Orthodontia

Orthodontia benefits are available for all eligible Employees and enrolled dependents (see the *Coverage for Your Dependents* section in the *Eligibility and Participation* chapter).

The Plan will pay 50% of covered charges for orthodontia services, up to a lifetime orthodontic benefit maximum of \$2,000.

### Eligible Orthodontic Charges

Orthodontic charges are considered eligible charges (defined in the *How The Plan Works* section) only when treatment is required for an overbite of at least four millimeters, a cross bite, or a protrusive or retrusive relationship of at least one cusp.

### Orthodontic Treatment Plans

Before treatment starts, your Dentist must submit an orthodontic treatment plan to CBA that:

- Describes the recommended treatment;
- Outlines the estimated charges for the treatment; and
- Includes cephalometric x-rays, study models, and other supporting evidence that treatment is needed.

### Payment Schedules for Orthodontic Benefits

Charges for orthodontic services are considered incurred on the date that the appliances are first installed. The initial banding fee will be paid when CBA is notified that bands have been placed. The initial reimbursement will be up to a maximum of 25% of the total cost of the treatment plan. The remaining program balance will be paid in equal monthly installments over the duration of the treatment program, not to exceed 24 months.

Orthodontic treatment is covered for an Employee or dependent who meets the Plan's eligibility requirements, regardless of age.

## Coverage While Traveling Outside the United States

For the Plan to cover services obtained outside the United States, these requirements must be met:

- The service must be a recognized service in the United States;
- All provider billings and records must be translated into English;
- Bills must clearly show the patient's name, provider's name, date of service, diagnosis, and a description of the services rendered; and
- The current currency exchange rate must be provided with the bill, showing the daily exchange rate for the dates the services were rendered. If you pay for services using a credit card, the card service will automatically translate the expenses into U.S. currency at the prevailing rate.

Benefits for covered services received outside of the United States will always be paid to the Plan Participant. Participants must pay for all foreign services up front before submitting a claim for charges to the Plan.

## General Exclusions

The Plan does not provide benefits for services or supplies that are:

- Not Medically Necessary, including tests or checkup exams that are not Medically Necessary;
- Covered under another benefit plan for which your Employer pays all or part of the cost;



- For a supply that your Employer is required to furnish;
- For the treatment of Injury or illness incurred as a result of declared or undeclared war, an act of war, or resistance to armed aggression;
- For the treatment of Injury or illness incurred in the commission of an assault, felony, strike, civil disorder, or riot. However, this exclusion does not apply to otherwise eligible charges to treat Injury or illness incurred by victims of domestic violence;
- For treatment while you are confined to jail, prison, or another house of correction as a result of conviction for a criminal or other public offense;
- For services or supplies that the covered person would not otherwise have the responsibility to pay. For example, for coordination of benefit purposes, this Plan, as the secondary payer, will not cover charges that have been denied by the primary plan and for which the patient is not responsible;
- For the charges and all supporting materials for a claim received more than 12 months after the services or supplies are provided;
- Higher than R&C Rates; or
- For services rendered by yourself or by anyone related to you or your dependents by blood or marriage.

## Specific Exclusions

The Plan does not cover charges for these specific items:

### Cosmetic Dentistry

Cosmetic dentistry refers to dental treatments and services that are solely for the purpose of improving appearance. The Plan will not cover charges incurred for cosmetic purposes unless the service is necessary due to an Accident that occurred while the patient was covered under the Plan.

### Crowns

The Plan will not cover charges incurred for a crown, inlay or onlay, gold restoration, denture, or fixed bridge (or addition of teeth to one) if the work involves a replacement or modification of a crown, inlay or onlay, gold restoration, denture, or fixed bridge that was installed within the preceding seven years.

### Dentures

The Plan will not cover charges incurred for a denture or fixed bridge that involves replacing teeth that were missing before the patient was covered. The only exception is to replace a tooth that was extracted while the patient was covered, if that tooth was not an abutment for a denture or fixed bridge installed within the preceding seven years.

### Implants and Replacements

The Plan will not cover charges for implant supported prosthetics more than once for the same tooth position within the preceding seven (7) year period. The Plan will not cover charges for an implant that will replace a bridge, denture, or other prosthesis, when such bridge, denture, or other prosthesis was installed within the preceding seven years.

## **Missing Teeth**

The Plan will not provide benefits to replace or treat areas where there were congenitally missing teeth or teeth that were missing at the time the patient became covered under the Plan.

## **Prior Services and Supplies**

The Plan will not cover charges for the following services and supplies that were provided before the patient was covered:

- Any appliance or appliance modification for which the impression was made before coverage began;
- Crowns, bridges, or gold restorations for which the tooth was prepared before coverage began; or
- Root canal therapy if the pulp chamber was opened before coverage began.

## **Replacements**

The Plan will not cover charges to replace lost or stolen appliances.

## **Splinting and Occlusion**

The Plan will not cover any charge for appliances or restoration for the purpose of splinting, or to increase vertical dimension or restore occlusion due to erosion or attrition.

## **Transplantations**

The Plan will not cover any charge for the transplantation of a tooth or tooth bud.

## **Orthodontia**

The Plan will not cover charges for orthodontic procedures related to an active appliance that was installed before the patient became covered, except when eligible Plan Participants who were in active orthodontic treatment were covered under the member cooperative's prior dental orthodontic Plan. This orthodontic exception applies only to those patients who had orthodontic coverage with their cooperative's prior dental plan and had no lapse of coverage between the member cooperative's prior dental plan and the NRECA Plan.

Under this exception, any amounts paid under the prior dental plan will be applied to the maximum orthodontia benefit allowable under the Plan, so that the total orthodontia benefit does not exceed this Plan's lifetime benefit maximum. In order to determine what the prior dental plan has paid, this Plan will require (from the orthodontist) a copy of the orthodontic treatment plan along with up-to-date copies of all Explanation of Benefits (EOB) notices that reflect the charges and paid amounts.

## **Government Plan Charges**

In most cases, the Plan will not cover charges for a service or supply that is furnished under any government program. Contact CBA for more information.

## **Occupational Injury, Sickness, or Disease**

In most cases, the Plan does not cover charges incurred in connection with:

- Injury, Sickness, or disease that arises out of, or in the course of, any employment for wage or profit; or
- Injury, Sickness, or disease that is covered by any workers' compensation law, occupational disease law, or similar law.

Charges for occupational Injury, Sickness, or disease that would otherwise be excluded from Plan coverage may be, in CBA's sole discretion, advanced by the Plan if:

- The party responsible for paying occupational Injury, Sickness, or disease charges has not made payment;
- There is a dispute between you and the party responsible for paying occupational Injury, Sickness, or disease charges as to 1) whether the charges are payable by such party or 2) the amount that should be paid by such party;
- You have exhausted your administrative remedies under applicable workers' compensation law, occupational disease law, or similar law (by requesting every available claim denial review or appeal); and
- You (or, if incapable, your legal representative) agree in writing on forms provided by CBA to repay to the Plan any benefits advanced to you by the Plan within 30 days after you receive any future payments made by or on behalf of the party responsible for paying occupational Injury, Sickness, or disease benefits. If you do not repay the Plan within 30 days of your receipt of such benefits, the Plan may take legal action to pursue repayment plus interest on any unpaid principal amount of the advance that is not repaid within 30 days of your receipt of the other benefits. Interest will be calculated at a rate equal to the prime rate plus 3% (compounded annually from the date that is 30 days after you receive the other benefits). The Plan may also seek to recover its costs and attorney's fees incurred to enforce this repayment provision.

For purposes of this provision, "you" includes Participants, their covered dependents, COBRA beneficiaries, and any other person who may recover under this Plan on your behalf (e.g., your estate).

### **Services Not Furnished by a Dentist**

The Plan will not cover charges for any dental treatment or service not furnished by a Dentist. The only exceptions are for x-rays ordered by a Dentist or for services by a licensed dental hygienist under a Dentist's supervision.

### **Non-covered Services**

The Plan will not cover any dental service or supply that is not included on the list of covered dental services mentioned in this document.

### **Temporomandibular Joint (TMJ)**

The Plan will not cover any charges incurred for treatment of the temporomandibular joint. This includes diagnostic and splint therapy or any other treatment not involving the teeth.

### **Coordinating Benefits with Other Plans**

This Plan contains a coordination of benefits provision that applies whenever an allowable expense is also covered under one or more other plans. The term "other plans" means:

- Other group plans, whether fully insured or self-insured;
- Governmental plans (except Medicaid); and
- Medical insurance as provided by a motor vehicle insurance contract.

Participants are required to notify the Plan if they are personally covered under any other dental Plan by calling NRECA's Member Contact Center (MCC) at 866.673.2299 or by emailing MCC at [ContactCenter@nreca.coop](mailto:ContactCenter@nreca.coop). Under the general coordination of benefits rule, the total benefits paid by all plans will not exceed 100% of allowable expenses. An allowable expense for coordination of benefits means any necessary expense covered at least in part by the NRECA Dental Plan.

## Primary and Secondary Plans

When a claim is made, the primary plan pays benefits without regard to any other plans. The secondary plan adjusts benefits so that the total benefits payable do not exceed the allowable expenses. No plan pays more than it would without the coordination provision.

A plan without a coordination of benefits provision is always the primary plan. If all plans have such a provision, then to determine which plan is primary, the following rules apply in the order listed:

- **Employee and dependent coverage:** The plan covering an individual, other than as a dependent, is primary to the plan covering an individual as a dependent;
- **Dependent child coverage when parents are not separated or divorced:** The plan of the parent whose birthday falls earlier in the calendar year will be primary. If both parents have the same birthday, the plan that has covered the parent the longest is primary;
- **Dependent child coverage when parents are separated or divorced:** The parents' plans pay in this order:
  1. The responsible parent's plan, if a court decree has established financial responsibility for the child's health care expenses;
  2. The custodial parent's plan;
  3. The stepparent's (i.e., the custodial parent's spouse's) plan; or
  4. The non-custodial parent's plan.
- **Active and inactive employment:** The plan covering an individual through active employment is primary to the plan covering the individual through retirement or layoff status; or
- **Longer or shorter length of coverage:** If none of the above applies, then the plan covering the individual for the longest period is primary.

When it provides secondary coverage, this Plan's benefit is adjusted to account for the primary plan's payment and to exclude any charges that have been disallowed by the primary plan and for which the patient is not responsible. In this way the total benefits available under both plans will not exceed the allowable expenses. This Plan never pays more than it would have paid without the coordination provision.

To receive payment on a claim when this Plan is secondary, you must attach an EOB from the primary plan to the itemized bill when you submit the claim. See the *Claims and Appeals* chapter for detailed instructions.

## Coordination with Medicare

If you and any of your covered dependents are eligible for Medicare benefits, the benefits payable under this Plan will be coordinated with the benefits payable under Medicare. In some cases, this Plan will be the primary plan and will pay benefits without regard to your Medicare benefits. In other cases, this Plan will be the secondary plan and your benefits under the Plan will be reduced by your Medicare benefits.

Here's how to determine if this Plan is primary or secondary:

- **This Plan is the primary plan (and Medicare is secondary) if you are:**
  - Actively at Work (e.g., if you have not yet retired);
  - Disabled and have not yet qualified for Medicare coverage; or
  - Within the first 30 months of your Medicare coverage for kidney dialysis treatment or a kidney transplant.
- **This Plan is the primary plan (and Medicare is secondary) if you are an Active Employee who has a Medicare-eligible dependent enrolled in the Plan, unless your**

dependent is qualified for Medicare coverage after the first 30 months of his or her Medicare coverage for kidney dialysis treatment or a kidney transplant; and

- **Medicare is the primary plan (and this Plan is secondary)** after the first 30 months of your Medicare coverage for kidney dialysis treatment or a kidney transplant.

When this Plan is the primary plan, your benefits will be determined independently of any Medicare benefits you may receive. When Medicare is primary, the medical benefits under this Plan are reduced by the Medicare benefits available under Medicare Parts A and B, whether or not you have enrolled in both programs. The specific amount of the reduction will be determined by CBA and reflected on your EOB. If you anticipate that Medicare will be your primary plan, you should apply for full Medicare coverage under Medicare Parts A and B to ensure that you receive the maximum combined benefits available under Medicare and this Plan.

Occasionally, you or your dependents may have coverage under this Plan, Medicare, and a third plan, such as when you are covered as a dependent under a plan sponsored by your spouse's Employer. In this case, the benefits payable under this Plan will be determined by first applying these Medicare coordination rules and then applying the rules listed in the *Primary and Secondary Plans* section.

## Chapter 6: Claims and Appeals

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### General Information

This chapter describes the steps you must take to file a claim for Plan benefits and to seek an appeal if benefits are denied.

When you receive services or supplies from a provider, you (or your provider) must file a **claim**. A claim means a request for plan benefits. This chapter describes each claim type available under this Plan, along with the applicable filing procedures, responsibilities, and time limits for each.

After you or your provider file a claim, the claims administrator reviews the documentation and notifies you of a decision in writing. If all or part of your claim is denied, it is known as an **Adverse Benefit Determination** (see the full definition in *Appendix A: Key Terms*).

If you receive an Adverse Benefit Determination, you have the right to ask the appeals administrator to review that decision through what is called an **internal appeal**. If your internal appeal is denied, you may request a second-level appeal review of your denied internal appeal.

The claims and appeals procedures in this chapter are intended to comply with applicable regulations by providing reasonable procedures for filing claims, notifying Participants of benefit decisions, and appealing Adverse Benefit Determinations. Follow these procedures for all claims for benefits under the Enhanced Plus Dental Plan. An issue or dispute solely regarding your eligibility for coverage or participation in this Plan is not considered a claim for benefits and is not governed by the claims and appeals procedures described in this chapter. For more information, please contact your benefits administrator.

Claims & Appeals Contacts	
Type	Name and Address
<b>Authorizing a representative</b>	<b>NRECA Privacy Officer</b> National Rural Electric Cooperative Association 4301 Wilson Boulevard, Arlington, VA 22203-1860 703.907.6601 (phone) 703.907.6602 (fax) privacyofficer@nreca.coop
<b>Filing a claim</b>	<b>UMR</b> P.O. Box 30515 Salt Lake City, UT 84130-0515 877.233.1800
<b>Filing an internal appeal</b>	<b>CBA—Appeals Administrator</b> P.O. Box 6249 Lincoln, NE 68506 866.673.2299 (phone) 402.483.9201 (fax)

## Claims & Appeals Contacts

Type	Name and Address
Requesting an External Review or an expedited External Review	<b>CBA—Appeals Committee (External 9222)</b> P.O. Box 6249 Lincoln, NE 68506 866.673.2299 (phone) 402.483.9201 (fax)

## Authorizing a Representative

An Authorized Representative is an individual you have designated in writing to represent you in the claims or appeals process. Once designated, an Authorized Representative (including your Physician) may then file a claim or appeal on your behalf or represent you in the appeal process. Within this chapter, references to “you” include your Authorized Representative or your provider if your provider is submitting a claim on your behalf.

To appoint an Authorized Representative, you must complete, sign, and submit a copy of the *Authorization to Use and Disclose Protected Health Information (PHI)* form to the NRECA Privacy Officer. The form is available on the Employee Benefits website at [cooperative.com > My Benefits > Education & Resources > Insurance Plan Documents](#). After processing your form, the Privacy Officer will provide you with a copy for your records.

Contact the NRECA Privacy Officer if you have questions about authorizing a representative or about the use and disclosure of your protected health information.

**Note:** Neither CBA, NRECA, nor any participating Employers are responsible for how your Authorized Representative discloses your protected information or for his or her failure to protect such information.

## Claims

Your provider must submit a claim for benefits under this Plan in writing or electronically to the claims administrator. If your provider does not submit the claim on your behalf, you are responsible for submitting it to the claims administrator. Claim forms are available on the NRECA Employee Benefits website at [cooperative.com > My Benefits](#). Ask your benefits administrator if you need help obtaining a claim form.

There are four types of claims under this Plan:

- Pre-service Claim;
- Post-service Claim;
- Concurrent Care Claim; and
- Urgent Care Claim.

These claim types are defined in *Appendix A: Key Terms*.

A claim is considered filed when it is received by the claims administrator in accordance with these procedures. The time frame to provide you with a determination notice starts when the claim is filed. However, if your Pre- or Post-service Claim (other than Urgent Care) is incomplete, the Plan may suspend its decision by providing you written notice and an opportunity to complete your claim. In such event, the period for making a determination will be suspended from the date written notice is sent by the Plan until the date your response is received. The notice will specifically describe the information required to complete your claim. Upon receipt of your response, the calculated time period begins, even if your response is insufficient. In any event, the Plan must make a claim determination within the statutory time

frame (see the *Claims Review Timeline* table later in this chapter). Your claim may be denied in whole or in part.

## Filing a Claim

You are responsible for ensuring that your claim is filed correctly and that the services have been authorized by the claims administrator beforehand, even if the provider offers to file the claim on your behalf. You can get a claim form directly from the claims administrator (see the *Contacts* table at the start of this chapter). **You have 12 months from the date you received a service or purchased a supply to file a claim for benefits for that service or supply.**

Depending on the claim type, some or all of the following information may be required:

- Patient’s name, date of birth, and relationship to the Participant;
- Group number and individual member number;
- Condition (diagnosis) and the treatment or service for which approval is being requested;
- Service provider’s name, address, and tax identification number;
- Records or other documentation to support the request for approval;
- Date(s) service was rendered or purchase was made;
- Diagnosis code, procedure codes, and descriptions of each service or supply; and
- Original copies of the itemized charge(s) for each service or supply. Photocopies are acceptable only if you are covered by two plans and you sent the original bill to the primary payer. Note that monthly statements, balance due bills, and credit card receipts are not acceptable documentation for itemized charges.

If you have other coverage that pays benefits before this Plan (e.g., another Employer’s plan), you must first submit your claim to the primary payer before submitting a claim to this Plan. Once the primary payer has adjudicated the claim, you should submit a paper claim to the claims administrator within the applicable time frame described in the *Claims Review Timeline* table. When you file your claim under this Plan, you must attach your *Explanation of Benefits* notice from your primary payer.

Submit claims for each family member separately. It is important to keep copies of every claim because the documentation you submit will not be returned to you.

Once received by the claims administrator, your claim will be processed according to the Plan provisions, the guidelines used by the claims administrator, and the claim coding submitted by the provider.

Effective from March 1, 2020 until the extended due date defined below, and notwithstanding the foregoing, the deadline for when a participant may file or perfect a benefit claim shall be extended without regard to the Outbreak Period. The “Outbreak Period” runs from March 1, 2020 until sixty (60) days after the COVID-19 National Emergency ends.

Claim Review Timeline			
Claim Type <sup>1</sup>	When you will be notified of a determination	Determination extension period	Deadline to supply more information
Pre-service	Within <b>15 calendar days</b> of claim receipt (unless the claims administrator requests an extension or further information)	<b>One</b> period of up to <b>15 calendar days</b>	<b>45 calendar days</b> from the date you receive the request notice



Claim Review Timeline			
Claim Type <sup>1</sup>	When you will be notified of a determination	Determination extension period	Deadline to supply more information
<b>Pre-service (Urgent Care)</b>	<ol style="list-style-type: none"> <li>1. Within <b>72 hours</b> of claim receipt; or</li> <li>2. If more information is needed, within <b>48 hours</b> of the earlier of: <ul style="list-style-type: none"> <li>(a) the date the claims administrator receives the requested information, or</li> <li>(b) your original deadline to provide more information</li> </ul> </li> </ol>	<b>None</b> permitted	<b>48 hours</b> from the time of request <b>(Note:</b> The claims administrator has <b>24 hours</b> after receiving your claim to request more information.)
<b>Concurrent Care</b> (extension of treatment)	Within <b>15 calendar days</b> of claim receipt (unless the administrator requests an extension or more information)	<b>One</b> period of up to <b>15 calendar days</b>	<b>45 calendar days</b> from the date you receive the request notice
<b>Concurrent Care</b> (Urgent Care)	Within <b>24 hours</b> (if your claim is received 24 hours before the prescribed treatment period or number of treatments expires)	<b>None</b> permitted	<b>48 hours</b> from the time of request <b>(Note:</b> The claims administrator has <b>24 hours</b> after receiving your claim to request more information.)
<b>Post-service</b>	Within <b>30 calendar days</b> of claim receipt (unless the claims administrator needs an extension or more information)	<b>One</b> period of up to <b>15 calendar days</b>	<b>45 calendar days</b> from the request notice receipt date

<sup>1</sup>You have 12 months from the date you received a service or purchased a supply to file a claim for benefits for that service or supply.

### Claim Determinations, Extensions, and Requests for Additional Information

If you have properly followed the claims procedure, the claims administrator will issue a written determination within the time frames listed in the *Claims Review Timeline* table.

If your claim cannot be processed because you did not provide sufficient information, the claims administrator will notify you about what additional information is missing and when you must submit it. If you do not provide the necessary information within the required time frame, your claim may be denied in whole or in part.

If the claims administrator needs an extension of time to evaluate your claim, you will be notified why the extension is needed and when a decision will be rendered.

## Content of the Determination Notice

Regardless of the claim type, you will be notified of an Adverse Benefit Determination in writing. The notice will include:

- The specific reason(s) for the adverse determination;
- The specific Plan provisions on which the determination is based;
- If applicable, a description of any additional information necessary to perfect the claim and an explanation of why such information is necessary;
- If applicable, a statement citing the internal rule, guideline, or protocol that was used to make the adverse determination, plus a statement that a copy of such rule will be provided free of charge to you upon request;
- If the adverse determination is based on Medical Necessity, experimental treatment, or similar exclusion or limit, a statement that an explanation of the scientific or clinical judgment will be provided to you free of charge upon request;
- If the claim is for Urgent Care, a description of the expedited review process;
- For medical claims, information that identifies the related claim; and
- Any additional information required under applicable law.

Further, the notice will contain the procedures you must follow to appeal the denial, the time limits applicable to such procedures and a statement indicating your right to file suit under Section 502(a) of ERISA following a denial of your claim on final appeal.

## Appealing an Adverse Benefit Determination

If you disagree with an Adverse Benefit Determination on a claim, you have the right to have your Adverse Benefit Determination reviewed on appeal. This Plan has both an Internal Appeal Process and an External Review process that applies to certain Adverse Benefit Determinations. Generally, you must exhaust the Internal Appeal Process before seeking an External Review or bringing a civil action under Section 502(a) of ERISA.

Regardless of any verbal discussions that you have had about your claim, you have **180 calendar days** from the date you receive an Adverse Benefit Determination to file a written internal appeal with the claims administrator.

Effective from March 1, 2020 until the extended due date defined below, and notwithstanding the foregoing, the deadline for when a participant may file an appeal of an adverse benefit determination under the Plan's claims procedure shall be extended without regard to the Outbreak Period. The "Outbreak Period" runs from March 1, 2020 until sixty (60) days after the COVID-19 National Emergency ends.

## Documenting Your Appeal

The information in this section applies to both internal and external appeals. For purposes of this explanation, "reviewer" means the CBA Appeals Administrator (for internal appeals) and the Independent Review Organization (IRO) (for External Reviews).

All appeals must be submitted in writing (unless noted otherwise) and must include **at least** the following information:

- Your name;
- Plan name (i.e., the Enhanced Plus Dental Plan);
- Reference to the initial decision; and
- An explanation of why you are appealing the decision.

Your appeal may also include any additional written comments, documents (including additional medical information), records, or other information that supports your request for benefits.

The reviewer will look at the claim without considering the prior denial. The review on appeal will consider all comments, documents, records, and other information that you submit relating to your claim regardless of whether that information was part of the initial claim determination and (if applicable) your internal appeal.

In addition, the person who reviews your appeal will not be a subordinate of the person who made the initial decision to deny your claim or, if applicable, your appeal. If the denial is based, in whole or in part, on a Medical Judgment, the reviewer will consult a health care professional who has appropriate training and experience in the appropriate medical field. This health care professional will not be someone who consulted on the previous determination(s) and will not be a subordinate of any person who was consulted on the previous determination or determinations.

**Note:** Include all information that you want the reviewer to consider at the time you file your appeal. Remember that the date the appeal is filed is the date it is received by either the CBA Appeals Administrator, the CBA Appeals Committee or the Independent Review Organization. The reviewers must render a determination within the time frames described in this chapter regardless of whether you indicate more information to be forthcoming.

### Filing an Internal Appeal

If the claims administrator denies your claim (an Adverse Benefit Determination), you have the right to file a written appeal within **180 calendar days** of the date you receive the Adverse Benefit Determination notice. The CBA Appeals Administrator (the reviewer) has full and discretionary authority to administer and interpret the Plan for all internal appeals.

Appeals for Urgent Care Claims may be filed verbally. All others must be filed in writing with the appeals administrator (by either U.S. mail or overnight delivery) to the address listed in the *Contacts* table.

<b>Internal Appeal Timeline</b>	
<b>Filing deadline</b>	Within <b>180 calendar days</b> of the date you receive the written Adverse Benefit Determination from the claims administrator
<b>When you will be notified of a determination</b>	<b>Urgent Care</b> Within <b>72 hours</b> from receipt of the appeal
	<b>Pre-service</b> Within <b>30 calendar days</b> from receipt of the appeal
	<b>Concurrent Care</b> In the appeal time frame for pre-service, Urgent Care, or Post-service Claims as appropriate to the request
	<b>Post-service</b> Within <b>60 calendar days</b> from receipt of the appeal

The review period begins when your appeal is received, regardless of whether the reviewer has all the information necessary to decide the appeal. If you want to grant the reviewer more than the stated time to make a determination, you may voluntarily agree to an extension by notifying the reviewer in writing.

To help prepare your appeal, you have the right to request, free of charge, access to and copies of all documents, records, and other information relevant to your initial claim, as noted below. However, a request for documentation does not extend the time period allowed for you to file an appeal.

To obtain a copy of the claim file and other documents or records the reviewer may have related to your claim, send your written request to the reviewer. Your request must include your name, the patient's name (if different), the group policy number, the individual member ID

number, date of service, service provider, and what documents you are requesting. Send your request to the internal appeals administrator at the address noted in the *Contacts* table in this chapter.

You may also ask your state's consumer assistance program or ombudsman for help filing your appeal. To determine if your state has such resources, refer to the U.S. Department of Labor (DOL) website at [dol.gov/ebsa/](http://dol.gov/ebsa/) or call the DOL Employee Benefits Security Administration (EBSA) at 866.444.EBSA (3272).

## Internal Appeal Review and Determination

The reviewer will notify you of the decision in writing. If your Urgent Care Claim is denied in whole or in part, you may also receive a verbal notice followed by a written notice within three days.

Regardless of the claim type, if your appeal is denied you will be notified in writing. The notice will include the following information:

- The specific reason(s) for the denial;
- The specific Plan provisions on which the determination is based;
- If applicable, a description of any additional information necessary to perfect the claim and an explanation of why such information is necessary;
- If applicable, a statement citing the internal rule, guideline, or protocol that was used to make the determination, plus a statement that a copy of such rule will be provided free of charge to you upon request;
- If the denial is based on Medical Necessity, experimental treatment, or similar exclusion or limit, a statement that an explanation of the scientific or clinical judgment will be provided to you free of charge upon request;
- If the claim is for Urgent Care, a description of the expedited review process;
- For medical claims, information that identifies the related claim; and
- Any additional information required under applicable law.

Further, the notice will contain the procedures you must follow to appeal the denial, the time limits applicable to such procedures, and a statement describing your right to file suit under Section 502(a) of ERISA following a denial of your claim on final appeal.

## External Review

If the CBA Appeals Administrator denied your internal appeal based on Medical Judgment, or if you have otherwise exhausted the internal appeals process for a claim involving Medical Judgment, you have the right to request an External Review. Additionally, if your internal appeal of a Rescission of Coverage (whether or not the rescission has any effect on any particular benefit at the time) is denied, you have the right to request an External Review. All other Adverse Benefit Determinations (including a denial, reduction, or nonpayment of benefits because you do not meet the Plan's eligibility requirements (excluding a Rescission of Coverage)) are not eligible for this Plan's External Review process.

The denial notice you receive from the internal appeals administrator will describe the Plan's External Review procedures.

### External Review Types

The difference between a **standard** and an **expedited** External Review is the time frame for making a determination.

You may request an **expedited** External Review if:

- Your denied claim involves a medical condition for which the time frame to complete an Urgent Care internal appeal would seriously jeopardize your life or health (or would jeopardize your ability to regain maximum function) and you have filed a request for an Urgent Care internal appeal;
- Your denied internal appeal involves a medical condition for which the time frame to complete a standard External Review would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function; or
- Your denied internal appeal concerns an admission, availability of care, continued stay, or health care service for which you received Emergency services but have not been discharged from the facility.

<b>External Review Timeline</b>	
<b>Filing deadline</b>	Within <b>four months</b> of the date you receive the written Adverse Benefit Determination for your internal appeal
<b>Preliminary review by CBA</b>	<ul style="list-style-type: none"> <li>• Within <b>five calendar days</b> after receipt of your External Review request (standard review)</li> <li>• <b>Immediately</b> (expedited review)</li> </ul>
<b>Preliminary review notification</b>	<ul style="list-style-type: none"> <li>• In writing, within <b>one calendar day</b> after completion of the preliminary review (standard review)</li> <li>• <b>Immediately</b> (expedited review)</li> </ul>
<b>If incomplete</b>	Re-file with complete information within the original <b>four-month filing period</b> or <b>48 hours</b> after receiving the request for additional information
<b>If eligible</b> for review	CBA–Appeals Administrator will assign your appeal to an Independent Review Organization (IRO) and provide a full External Review file to the IRO within <b>five calendar days</b>
<b>If ineligible</b> for review	No further reviews are available
<b>Deadline to supply additional information</b>	Within <b>10 calendar days</b> after you receive notice that the IRO has accepted your claim
<b>IRO notifies you of a determination</b>	<ul style="list-style-type: none"> <li>• In writing, within <b>45 calendar days</b> after the IRO receives the request (standard reviews)</li> <li>• Within <b>72 hours</b> (expedited reviews)</li> </ul>

Effective from March 1, 2020 until the extended due date defined below, and notwithstanding the foregoing, the deadline for when a participant may file a request for an external review after receipt of a final internal adverse benefit determination shall be extended without regard to the Outbreak Period. The “Outbreak Period” runs from March 1, 2020 until sixty (60) days after the COVID-19 National Emergency ends.

### **Preliminary Review of Your External Review Request based upon Medical Judgement**

The Plan has **five calendar days** to complete a preliminary review of your External Review request for all claims based upon Medical Judgment. This review confirms that:

- You are (or were) covered under the Plan at the time the service or supply was requested or provided;

- The Adverse Benefit Determination did not occur because you failed to meet the Plan's eligibility requirements;
- The Adverse Benefit Determination was based on Medical Judgment;
- You have exhausted the Plan's Internal Appeal Process (unless you were not otherwise required to exhaust the process before requesting External Review); and
- You have provided all the information and forms required to process the External Review.

### **Preliminary Review Results Notification**

The Plan will send an acknowledgment notice to you within **one calendar day** after completing the preliminary review.

- If your request is incomplete, the notice will describe the information or materials needed to make the request complete. You must re-file your External Review request with complete information within either the original **four-month** filing period or **48 hours** after receiving the request for additional information;
- If your request is not eligible for External Review, the notice will describe the reasons why it was not eligible and will explain your right to contact the Department of Labor's Employee Benefits Security Administration regarding such matters; or
- If your request is eligible for External Review, the Plan must assign it to an IRO accredited by URAC (formerly known as the Utilization Review Accreditation Commission) or other similar nationally recognized accrediting organization. The Affordable Care Act and other applicable regulations require this referral.

### **Appeal Assignment to an Independent Review Organization (IRO)**

The Plan will provide the full External Review file to the IRO within **five calendar days** of assigning the case to it.

- The IRO will notify you that it has been assigned to review your external appeal and may offer you the opportunity to present additional information; and
- The IRO will review the following items (if they are received by the applicable deadline) without regard to any previous decisions or conclusions:
  - Your medical records;
  - Your attending health care professional's recommendation;
  - Reports from appropriate health care professionals and other documents submitted by the Plan, Claimant, or provider;
  - The terms of the Plan under which you have coverage;
  - Appropriate practice guidelines, which must include applicable evidence-based standards and may include any other practice guidelines developed by the federal government or national or professional medical societies, boards, and associations;
  - The IRO's clinical reviewer's opinion; and
  - The Plan's applicable clinical review criteria, unless the criteria are inconsistent with the Plan terms or with applicable law.

### **External Review Determination Notification**

The IRO will notify both you and the Plan of the External Review decision within the required time frame described in this section. The determination will contain:

- A general description of the reason for the request;
- Information sufficient to identify the claim at issue;
- The date the IRO received the assignment to conduct the review;
- The date of the IRO's decision;

- The principal reason(s) for the decision, including references to the evidence, documentation, specific Plan provisions, and evidence-based standards used to reach the decision;
- A statement that the determination is binding on all parties except to the extent that other remedies may be available under state or federal law;
- A statement that judicial review may be available to the Claimant; and
- Current contact information, including the phone number, for any applicable office of health insurance consumer assistance or ombudsman established under Public Health Service (PHS) Act section 2793.

### **If the Determination Is Favorable**

- For pre-service appeals, the claims administrator will immediately authorize the service;
- For post-service appeals, the claims administrator will promptly process the claim for benefits;
- For services rendered by a network provider, any benefit payment due will be made to the network provider directly; and
- You remain responsible for any applicable Copayment, Deductible, and Coinsurance under the Plan.

### **If the Determination Is Unfavorable**

- No additional benefits are due from the Plan. You are responsible for any charges you incurred for the services received;
- The determination notice is binding on all parties; and
- No further review is available under the appeal process. However, you may have other remedies available under state or federal law, such as filing a lawsuit under Section 502(a) of ERISA.

## **Legal Action**

You must complete the procedures described in both the *Claims* and the *Appealing an Adverse Benefit Determination* sections of this chapter before you can take legal action regarding benefits under this Plan. Any suit for benefits must be brought within one (1) year after receipt of the notice of denial on internal review or external review, whichever is later.

## **Appealing an Adverse Benefit Determination: Rescission of Coverage**

Your (or your dependents') dental Plan benefits coverage will be terminated retroactively if you:

- Perform an act, practice, or omission that constitutes fraud against the Plan or
- Make an intentional misrepresentation of material fact

that resulted in your (or your dependents') eligibility for Plan coverage when you (or your dependents) in fact were not eligible for Plan coverage.

Retroactive termination of coverage due to these circumstances is considered a **Rescission of Coverage** as outlined in the *Rescission of Coverage* section of Chapter 3.

If your (or your dependents') coverage is terminated retroactively, you may appeal the decision in accordance with the rescission appeal procedures described in the advance written notice of coverage termination sent to you by the Plan. For purposes of these rescission appeal procedures, NRECA will be the named fiduciary and will have discretionary authority to resolve factual issues and make final determinations with regard to appeals related to rescissions.

## Chapter 7: Continuing Coverage Under COBRA

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### General Information

Federal law requires the Enhanced Plus Dental Plan (the Plan) to offer eligible individuals and their families the opportunity to continue their coverage when they have a qualifying event that results in a loss of Plan coverage.

Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) continuation coverage is the same coverage that the Plan offers to other similarly situated Participants and beneficiaries. Each qualified beneficiary who elects COBRA continuation coverage has the same rights under the Plan as other Participants, including annual enrollment and special enrollment rights.

You and your family may also have coverage options through the Health Insurance Marketplace, Medicaid, or other group health plans (such as a spouse's plan), some of which may cost less than COBRA continuation coverage. You can learn more about the Marketplace and Medicaid options at [healthcare.gov](http://healthcare.gov).

For questions or information not covered in this chapter, contact your COBRA administrator using one of the methods in the *Contact Information* chapter.

### Qualified Beneficiary

Generally, a qualified beneficiary (also referred to in this chapter as "you" or "Participant") is an individual who will lose coverage under a group health plan because of a qualifying event. Depending on the type of qualifying event, qualified beneficiaries can include:

- Eligible individuals (Employees, retirees,);
- An eligible individual's spouse;
- Dependent children of eligible individuals;
- Children of eligible individuals who are covered by the Plan pursuant to a Qualified Medical Child Support Order (QMCSO); and
- In certain cases involving bankruptcy of the cooperative, a pre-65 retired Employee, the pre-65 retired Employee's spouse (or former spouse), and his or her dependent children.

### Qualifying Events

A qualifying event is an event that causes an eligible individual to lose group health coverage. Qualifying events are either initial or secondary. The type of qualifying event determines who the qualified beneficiaries are for that event and the period of time that the Plan must offer continuation coverage.

Depending on the qualifying event, your COBRA administrator may require additional information or documentation.

**Note:** If you are covered by this Plan as an active Employee, Director or Retained Attorney and you voluntarily drop coverage because you become eligible for Medicare, you and your dependents cannot elect COBRA coverage to continue coverage under this Plan. Additionally, if you experience a change in job position or union membership that causes you to lose coverage, this is not a COBRA qualifying event, and COBRA continuation coverage will not be available.



## Initial Qualifying Events

The following events may allow a qualified beneficiary to continue coverage that would otherwise end. **Eligible individuals who have terminated coverage under this Plan because they have other coverage are not considered qualified beneficiaries for purposes of COBRA continuation coverage.**

You (Eligible Individual)	Your Spouse	Your Dependent Children
<ul style="list-style-type: none"> <li>Reduction in hours that results in ineligibility</li> <li>Employment ends for any reason other than gross misconduct</li> </ul>	<ul style="list-style-type: none"> <li>Eligible individual's reduction in hours that results in ineligibility</li> <li>Eligible individual's employment ends for any reason other than gross misconduct</li> <li>Divorce</li> <li>Eligible individual's death</li> </ul>	<ul style="list-style-type: none"> <li>Eligible individual's reduction in hours that results in ineligibility</li> <li>Eligible individual's employment ends for any reason other than gross misconduct</li> <li>Divorce</li> <li>Eligible individual's death</li> <li>Loss of dependent status</li> </ul>

## Your Notification Responsibilities for Initial Qualifying Events

The COBRA administrator will offer COBRA continuation coverage to all qualified beneficiaries once they receive notice that a qualifying event has occurred. Your Employer will notify the COBRA administrator of your termination of employment, reduction of hours, retirement, or death. However, you or your covered dependents **must** notify the COBRA administrator by the specified deadline when one of these qualifying events occurs:

- A divorce. Notify the COBRA administrator within **60 days** of the divorce. Notify the COBRA administrator of a divorce separately from any qualified domestic relations order that you may submit for retirement plans; and
- A dependent child loses dependent status. Notify the COBRA administrator within **60 days** of the date the dependent child no longer meets the Plan's dependent child eligibility requirements as described in the *Coverage for Your Dependents* section of the *Eligibility and Participation Information* chapter. The COBRA administrator knows when a dependent child reaches age 26 and becomes ineligible for coverage; however, you must notify the administrator of all other dependent status changes. Coverage ends at the end of the month in which the child reaches age 26 regardless of any separate notification requirements for which you are responsible.

If you or your covered dependents do not notify the COBRA administrator **within 60 days** of the qualifying events listed above, the covered dependent's COBRA rights will expire.

Once the COBRA administrator is notified that one of these events has occurred and you have confirmed the mailing address of the qualified beneficiary, the COBRA administrator will notify the appropriate parties of their COBRA continuation coverage rights.

Note that notice to your spouse is treated as notice to any dependent children who reside with your spouse.

## Length of COBRA Continuation Coverage

The period of COBRA continuation coverage for qualified beneficiaries for each qualifying event is:

<b>Initial Qualifying Event</b>	<b>Coverage Period</b>
Your reduction in hours, resulting in loss of benefits eligibility <sup>1</sup>	18 months
Your employment termination <sup>1</sup>	18 months
Your dependent child no longer meets eligibility requirements (e.g., he or she reaches age 26 or is over age 26 and ceases to be disabled)	36 months
Your divorce (coverage extends to former spouse and to dependent children)	36 months
Your death (coverage extends to eligible spouse, and dependent children)	36 months <i>See Special Rule for Surviving Spouse and Dependents</i>

<sup>1</sup>When the qualifying event is your termination or reduction in hours and you became entitled to Medicare less than 18 months before the qualifying event, COBRA coverage for your spouse and dependents can last until 36 months after the date you became entitled to Medicare.

### **Special Rule for Surviving Spouse and Dependents**

If you die, your surviving spouse and dependent children are eligible to continue coverage beyond the required 36-month COBRA period. Your benefits administrator, not the COBRA administrator, coordinates coverage continuation in the event of your death. Such coverage for each surviving spouse and dependent will end independently on the earliest of:

- The date required contributions are not made;
- The date the surviving spouse reaches age 65;
- The date each covered dependent no longer qualifies as a dependent child; or
- The date the surviving spouse remarries, dies, or registers as a partner in a new domestic or civil union partnership in any state, except as provided by federal law for any longer period (applicable to both the surviving spouse and dependent children).

### **Second Qualifying Events**

An 18-month extension of COBRA coverage may be available to your spouse and dependent children who elected COBRA continuation coverage if a second qualifying event occurs during their first 18 months of COBRA continuation coverage. When a second qualifying event occurs, coverage may be extended for an additional 18 months for a maximum duration of 36 months. These second qualifying events include:

<b>Second Qualifying Event<sup>2</sup></b>	<b>Maximum Duration for Covered Spouse, or Dependents</b>
Your divorce after the initial qualifying event	Additional 18 months (for a total of 36 months)
Your Medicare entitlement	Additional 18 months (for a total of 36 months)
Your death	Additional 18 months (for a total of 36 months)

Second Qualifying Event <sup>2</sup>	Maximum Duration for Covered Spouse, or Dependents
Your dependent child no longer meets the dependent eligibility requirements (e.g., reaches age 26, or, if over 26, ceases to be disabled)	Additional 18 months (for a total of 36 months)
<p><sup>2</sup>The second event is a second qualifying event only if it would have caused you to lose coverage under the Plan in the absence of the first qualifying event. Notify your COBRA administrator if you experience a second qualifying event.</p>	

To receive this extension of coverage, qualified beneficiaries must notify the COBRA administrator about the second qualifying event within **60 days** after it occurs. Failure to notify the COBRA administrator within **60 days** of the second qualifying event means that the qualified beneficiary is ineligible for extension rights under COBRA. If your COBRA continuation coverage period is extended, your COBRA administrator will notify you of the coverage extension period.

**Note:** The COBRA administrator will know when a dependent child reaches age 26 and becomes ineligible for coverage. Coverage ends at the end of the month during which the child reaches age 26. As a result of this second qualifying event, the COBRA administrator will send the applicable COBRA information to the child at his or her address of record so that he or she may independently elect the COBRA extension.

## Social Security Disability Extension

An 11-month extension of COBRA coverage may be available if a qualified beneficiary meets the following criteria:

- The qualified beneficiary is determined to be disabled by the Social Security Administration at some time before the 60th day of COBRA continuation coverage; and
- The qualified beneficiary notifies the COBRA administrator of the Social Security Administration's Disability determination and provides a copy of the determination to the COBRA administrator before the end of the initial 18-month COBRA continuation period and within **60 days** of the latest of:
  - The date on which the qualifying event (i.e., termination of employment or reduction of hours) occurs;
  - The date coverage is lost (or would be lost) as a result of the qualifying event;
  - The date of the Disability determination by the Social Security Administration; or
  - The date that the qualified beneficiary receives (or is deemed to have received) the initial COBRA notice or SPD that describes the notice procedures.

If one qualified beneficiary is disabled and meets the above criteria, all qualified beneficiaries in that family are entitled to the 11-month Disability extension. If the COBRA continuation coverage period is extended, the COBRA administrator will notify each family member of the coverage extension period. Conversely, if the qualified beneficiary is determined to no longer be disabled, coverage will end for all family members.

## Electing COBRA Continuation Coverage

To elect COBRA continuation coverage, contact your COBRA administrator within the COBRA election period outlined in the COBRA enrollment notice. If you do not elect COBRA continuation coverage during the election period, all rights to elect COBRA continuation coverage will end.

If you elect COBRA, your COBRA coverage will be the same coverage you had immediately before the qualifying event, unless at the time of COBRA enrollment you choose another available coverage option offered by your Employer.

Each qualified beneficiary who elects COBRA continuation coverage has the same benefits, choices, and services that a similarly situated participant or beneficiary currently receives under the Plan, such as the right during an open enrollment season to choose among available coverage options. COBRA participants are also subject to the same rules and limits that would apply to a similarly situated participant or beneficiary, such as co-payment requirements, deductibles, and coverage limits. The Plan's rules for filing benefit claims and appealing any claims denials also apply.

Each qualified beneficiary has a separate right to elect COBRA continuation coverage. For example, your spouse may elect COBRA continuation coverage even if you do not. A designated representative acting on behalf of you, your spouse, or your dependent children may also make the election(s). You or your spouse can elect COBRA continuation coverage for one, several, or all dependent children who are qualified beneficiaries.

### **COBRA Election Period**

You and your covered dependents have **60 days** from the date of the COBRA enrollment notice or from the date coverage terminates (whichever is later) to elect COBRA continuation coverage. Your specific COBRA enrollment deadline will appear in your COBRA enrollment notice. If mailed, election forms must be postmarked no later than the deadline listed on the COBRA enrollment notice. If hand delivered, the COBRA administrator must receive the election forms no later than the deadline as shown on the COBRA enrollment notice.

A qualified beneficiary who waives COBRA continuation coverage may change his or her mind and enroll in coverage by returning the completed enrollment forms to the COBRA administrator before the original deadline. In this case, COBRA continuation coverage will begin on the date the completed election form is signed. Qualified beneficiaries who do not elect COBRA continuation coverage by the enrollment deadline lose all rights to elect COBRA continuation coverage.

Effective from March 1, 2020 until the extended due date defined below, and notwithstanding the foregoing, the deadline for the period to elect COBRA coverage shall be extended without regard to the Outbreak Period. The "Outbreak Period" runs from March 1, 2020 until sixty (60) days after the COVID-19 National Emergency ends.

### **Cost of COBRA Continuation Coverage**

Qualified beneficiaries must pay the entire cost of their COBRA continuation coverage. Costs and payment procedures for each coverage option are explained in the COBRA enrollment notice sent to each qualified beneficiary.

The cost cannot exceed 102% of the group health plan's cost (Employer plus eligible individual contributions) for coverage of a similarly situated Plan Participant or beneficiary who is not receiving COBRA continuation coverage. The additional 2% is an administration fee permitted by law.

During an 11-month Disability extension described in the *Social Security Disability Extension* section of this chapter, the qualified beneficiary's cost may not exceed 150% of the cost to the group health plan (Employer plus eligible individual contributions) for coverage of a similarly situated Plan Participant or beneficiary who is not receiving COBRA continuation coverage.

### **Making Payments for COBRA Continuation Coverage**

You do not have to send your first payment with your COBRA continuation coverage election form. However, benefits will not be available and claims will not be paid until the first premium payment is received. The due date and mailing address for your payments will be listed on your

first billing notice. You must make your first payment no later than **45 days** after the date you elect coverage. All subsequent payments have a 30-day grace period. Your first payment will be for the time period between your coverage termination date and the end of the current month. COBRA continuation coverage is effective (retroactive to the date active coverage ended) only when you enroll by the COBRA enrollment deadline and make your first payment within **45 days** of your COBRA election date.

If you do not make a COBRA payment on time, you will lose COBRA continuation coverage rights under the NRECA group health Plans.

Effective from March 1, 2020 until the extended due date defined below, and notwithstanding the foregoing, the deadline to pay COBRA premiums shall be extended without regard to the Outbreak Period. The "Outbreak Period" runs from March 1, 2020 until sixty (60) days after the COVID-19 National Emergency ends.

## Changing COBRA Continuation Coverage

Whenever your status or that of a dependent changes, you must notify the COBRA administrator **within 60 days**. COBRA continuation coverage may be modified based on Plan rules if you experience a qualifying event (e.g., birth, marriage, divorce, change in dependent eligibility). Refer to the *Eligibility and Participation Information* chapter for a list of life and employment events. Premiums may be adjusted if your coverage changes.

### Adding a New Dependent

You may add coverage for a newly eligible dependent after the initial COBRA qualifying event if the dependent meets eligibility requirements and is enrolled **within 60 days** of becoming eligible. Except for newborn or newly adopted children, only a qualified beneficiary may cover dependents added after the initial qualifying event and added dependents may not extend coverage individually. In contrast, newly born or adopted children who become dependents after the initial qualifying event have individual continuation rights.

To enroll newly eligible dependents in COBRA, you must contact your COBRA administrator **within 60 days** of the dependent becoming eligible. Most coverage changes are effective on the date of the event or the date you call your COBRA administrator, whichever is later. **Note:** The timely dental Plan enrollment of your dependent gained through birth, adoption, or placement for adoption will be made retroactively to the date of birth, adoption, or placement for adoption.

### Discontinuing Your Coverage or Removing a Dependent from Coverage

To discontinue your COBRA continuation coverage, you must notify the COBRA administrator. Coverage will be terminated as of either the event date or the date you call your COBRA administrator, whichever is later. Premiums will continue to be billed and claims will be processed until you notify the COBRA administrator and provide any required documentation. Claims that you or your dependents incur after your coverage ends will be denied. If you do not supply the required documentation, you will receive a notice from the COBRA administrator, after which coverage will terminate as of the date of loss of eligibility.

## Coordination of COBRA Continuation Coverage

If you already have other group insurance (or Medicare) and elect COBRA continuation coverage under an NRECA Plan, your coverage must be **coordinated**. This means that one plan will be considered primary and the other plan will be secondary. To determine which plan is primary, refer to the provisions described in the *Coordinating Benefits with Other Plans* section of the *Dental Plan Benefits* chapter. If you have other coverage, you must notify the COBRA administrator for each plan in which you are enrolled.

## End of COBRA Continuation Coverage

If you or your dependents elect COBRA continuation coverage, that coverage can continue for the time period indicated in the *Length of COBRA Continuation Coverage* section of this chapter. Whenever your status (or a dependent's status) changes, you must notify the COBRA administrator within **60 days**. For details, see the *Changing COBRA Continuation Coverage* and *Second Qualifying Events* sections in this chapter.

Coverage will end when a qualified beneficiary exhausts the maximum period of COBRA continuation coverage. Coverage may also end **before** the maximum extension date if:

- Any required premium or contribution is not paid in full. Coverage will be terminated retroactively as of the end of the month for which the last full payment was made;
- Your Employer no longer provides coverage to any eligible individuals. Coverage terminates on the date the coverage is no longer offered;
- A qualified beneficiary obtains coverage after his or her COBRA qualifying event under another group plan that does not impose any exclusions for pre-existing conditions that you or your dependents may have. Coverage terminates on the date the qualified beneficiary obtains coverage under the other group plan or the date you contact the COBRA administrator, whichever is later;
- A qualified beneficiary engages in conduct (such as fraud) that would justify the Plan's termination of coverage for a similarly situated Participant or beneficiary not receiving continuation coverage. Coverage will terminate on the date of the event;
- A qualified beneficiary is determined by the Social Security Administration to no longer be disabled. A qualified beneficiary (or Authorized Representative) must notify the COBRA administrator within **60 days** of the Social Security Administration's determination. For details, see the *Social Security Disability Extension* section earlier in this chapter; or
- A qualified beneficiary becomes entitled to Medicare Part A, Part B, or both. The qualified beneficiary must notify the COBRA administrator in writing within 60 days of Medicare entitlement. Coverage will terminate on the effective date of the entitlement. All other family members who are qualified beneficiaries remain eligible to participate in COBRA.

The COBRA administrator will continue to bill you for coverage and process claims until you notify him or her to terminate coverage and provide any required documentation. Claims for expenses that you or your dependents incur after coverage ends will be denied. If you do not provide documentation when required, the COBRA administrator will notify you, after which coverage will terminate as of the date of loss of eligibility.

## For More Information

For questions or information not covered in this chapter, contact your COBRA administrator using one of the methods in the *Contact Information* chapter.

## Changing Your Address

To protect your (and your family's) rights, keep the COBRA administrator informed of any address changes for you and your family members. Keep copies of all correspondence with the COBRA administrator for your records.

## Chapter 8: Important Notifications and Disclosures

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### Not a Contract of Employment

This Plan must not be construed as a contract of employment and does not give any Employee a right of continued employment, nor may the Plan be construed as a guarantee of other benefits from your Employer.

### Non-assignment of Benefits

You and your covered dependents, if any, cannot assign, pledge, borrow against, or otherwise promise any benefit payable under the Plan to a third party before you receive it. A benefit payment made by the Plan to a provider of health care services or supplies does not make such provider an assignee of benefits or otherwise confer on such provider any rights under the Plan or ERISA. An Authorized Representative designation made by you or a covered dependent is not an assignment of benefits with respect to the Plan. An attorney-in-fact designation made by you or a covered dependent pursuant to a power of attorney document is not an assignment of benefits with respect to the Plan.

### Third-party Liability

The Plan does not cover expenses that you incur as a result of an Injury or Sickness caused by a third party (such as in an automobile Accident). The Plan's third-party liability provision allows you to receive benefits and, at the same time, places the expense of coverage with the person or entity that may be liable for the Injury or Sickness. If a covered individual receives any settlement or otherwise is compensated by a third party as a result of an Injury or Sickness, the Plan has the right to recover from, and be reimbursed by, the covered individual for all amounts this Plan has paid and will pay as a result of that Injury or Sickness, up to and including the full amount the covered person receives from third parties.

As a condition of receiving benefits under this Plan, you are expected to cooperate with CBA in its recovery of any amounts for which the Plan is entitled to be reimbursed. Your cooperation may include completing any forms or repaying to the Plan any amounts you receive for benefits paid by the Plan. The Plan's right to reimbursement comes first, even if the covered individual is not paid for all the claims for damages **or if the payment received is for damages other than dental expenses**. The Plan will seek recovery for payment of benefits through subrogation or reimbursement, and the Plan's right of full recovery may be from any source of payment, including, but not limited to: 1) any judgment, settlement, or other payment made or to be made by or on behalf of a third party; 2) any liability or other insurance coverage, workers' compensation, you or your covered dependent's own uninsured or underinsured motorist coverage, any medical payments, any "no-fault," or school insurance coverage paid or payable; and 3) automobile medical payments or recovery from any identifiable fund. For purposes of this provision, "you" includes Participants, their covered dependents, COBRA beneficiaries, and any other person who may recover under this Plan on your behalf (e.g., your estate).

### Subrogation

Immediately upon paying any benefits to you, the Plan will be subrogated (i.e., substituted for) all rights or recovery that you have against any third party for benefits paid under the Plan. This means that if you receive a settlement, judgment, or compensation from a third party as a result of an Injury or Sickness, this Plan has the independent right to recover from, and be reimbursed by you for all amounts the Plan has paid and will pay as a result of that Injury or Sickness, up to and including the full amount you receive from third parties. The Plan's right to reimbursement comes first, even if you are not paid for all the claims for damages **or if the**

**payment received is for damages other than dental expenses.** You must notify the Plan within 45 days of the date when notice is given to any third party of your intention to recover damages due to your Injury or Sickness. If you enter into litigation for payment of your Injury or Sickness, you must not prejudice, in any way, the Plan's subrogation rights. The Plan will pay for any costs it incurs in matters related to subrogation. Any costs you incur for legal representation will be your responsibility.

### **Your Duty of Reimbursement**

In most cases, the Plan will not be reimbursed directly by the third party. Normally, your claim against the third party will be settled with the third party. Therefore, if the Plan pays your benefits and you then receive settlement from the third party (or the third party's insurer) to compensate you for benefits paid under this Plan, you must reimburse the Plan for the benefits it paid to you—up to the amount of such compensation. This Plan's right of reimbursement is a first-priority right, to be satisfied before payment of any other claims, including attorney's fees and costs, and regardless of any state's make-whole doctrine.

**If you fail to repay the Plan any amounts you receive for benefits paid under this Plan, the Plan reserves the right to bring legal action against you for amounts owed to the Plan and/or to suspend payment(s) for any future Plan benefits until it has recovered such amounts.**

If you do not repay the Plan within 30 days of your receipt of third-party benefits, the Plan may take legal action to pursue repayment plus interest. Such interest is calculated on the principal amount of the advance that is not repaid within 30 days of your receipt of the other benefits, using a rate equal to the prime rate plus 3% (compounded annually from the date that is 30 days after your receipt of the other benefits). The Plan may also recover from your reimbursement the Plan's costs and attorney's fees it incurs to enforce this repayment provision.

### **Mistakes in Payment**

Although every effort is made to pay your benefits from the Plan accurately, mistakes can occur. If a mistake is discovered, the Plan Administrator will make corrections that are deemed appropriate. You will be notified if a mistake is found.

### **Healthcare Audit Reward Program**

The Healthcare Audit Reward Program (HARP) encourages Participants to check their family's health care bills. If you find a billing error of at least \$100 and the error is verified by Cooperative Benefit Administrators, Inc. (CBA), you may receive 10% of the error amount, subject to a \$5,000 maximum HARP reimbursement. Contact CBA at 866.673.2299, Option 1, and ask the HARP specialist for more information.

### **Right of Recovery of Overpayment**

If it is later determined that either the Plan made an overpayment or the Plan made a payment in error, either to you or on your behalf, then the Plan has a right, at any time, to recover that payment from the person to whom or on whose behalf the overpayment or erroneous payment was made. The Plan has the right to recover overpayments as a result of, but not limited to:

- Fraud;
- Any error the Plan makes in processing a claim; or
- Benefits paid after the death of the Employee.



If the overpayment is not refunded to the Plan, the Plan reserves the right to bring a legal action to recover the overpayment, to offset future benefit payments until the overpayment is recovered, or both. You will be notified if a mistake is found.

## **Changing or Terminating the Plan**

This Plan may be amended or terminated at any time, for any reason, by action of the Plan Administrator or your Employer. This includes the right to change the cost of coverage. These changes may be made with or without advance notice to Plan Participants. However, your rights to claim benefits for the period prior to the termination or amendment will not be affected if such benefit is payable under the Plan as in effect before the Plan is terminated or amended.

## **Severability**

If any provision of this Plan is held invalid, the invalid provision does not affect the remaining parts of this Plan. The Plan is construed and enforced as if the invalid provision had never been included.

## **Statement of ERISA Rights**

### **Your Rights**

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants will be entitled to:

### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon request to the Plan Administrator, copies of documents governing the Plan's operation, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual Form 5500, if any is required by ERISA to be prepared, in which case the Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

### **Continue Group Health Plan Coverage**

Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

## Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Employee benefit plan. The people who operate your Plan, called Plan “fiduciaries,” have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

## Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps that you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report (Form 5500), if any, from the Plan and do not receive them within 30 days, you may file suit in federal court. In such case, the court may require NRECA, as Plan Administrator, to provide the materials and pay you up to \$171 a day, not to exceed \$1,713 per request (2022 limit, as may be indexed annually) until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored in whole or in part, and if you have exhausted the claims procedures available to you under the Plan, you may file suit in a state or federal court.

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

## Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (listed in your telephone directory), or contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## HIPAA Privacy Rights

### Availability of HIPAA Notice of Privacy Practices

The privacy rules under Health Insurance Portability and Accountability Act (HIPAA) govern how health information about you may be used and disclosed by the Plan and provide you with certain rights with respect to your health information. The Plan maintains a Notice of Privacy Practices that provides information to individuals whose protected health information (PHI) will be used or maintained by the Plan and describes the Plan’s legal duties and privacy practices relative to such information.

If you would like a copy of the Plan’s Notice of Privacy Practices, please contact NRECA’s Privacy Officer as indicated in the *Contact Information* chapter. The Plan’s Notice of Privacy Practices is also available electronically on the NRECA Employee Benefits website. Log in to cooperative.com > My Benefits. A link to the Notice of Privacy Practices is located at the bottom of the page (“HIPAA Notice”).

## Appendix A: Key Terms

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### Accident

A non-occupational Injury caused by a sudden and unforeseen event that occurred at an exact time and place.

### Actively at Work, Actively Working or Active Work

Means that an Employee must be present at work at the business establishment of the Employer or at other locations to which the Employer's business requires the Employee to travel on a day that is one of the Employer's scheduled work days, and must be performing, in the usual way, all regular duties of the Employee's job on a full-time basis on that day.

An Employee will be deemed to be Actively at Work on a day that is not one of the Employer's regularly scheduled workdays only if the Employee was Actively at Work on the preceding scheduled workday. An Employee will be deemed to satisfy the Active Work Requirement if he or she is on an Employer-approved leave of absence (e.g., FMLA absence, jury duty, bereavement leave, vacation), but does not include time off as a result of disciplinary suspension.

In no event will an Employee be deemed to be on an Employer-approved leave of absence for any absence that continues longer than 12 weeks, except for an FMLA leave of absence to care for family members who are injured while on active duty in the armed forces, including the National Guard or Reserves, which provides the Employee with a leave up to 26 weeks.

If an Employee is confined for medical care or treatment in a Hospital, at any institution or at home on the date coverage would otherwise become effective, then the effective date of his or her eligibility to participate in the Plan will be postponed until he or she receives final medical release from the medical confinement and satisfies the Active Work Requirement.

### Adverse Benefit Determination

An Adverse Benefit Determination means any of the following:

- A denial, reduction, termination of, or failure to provide or make payment for, a benefit, including any such denial, reduction, or failure to provide or make payment based on a determination of your eligibility to participate in a benefit option under this Plan.
- Adverse Benefit Determination also occurs when the Plan does not cover an item or service for which benefits are otherwise provided because the item or service is determined to be experimental, unproven, investigational, or not Medically Necessary or appropriate.

**Note:** A Rescission of Coverage, as defined under applicable law, is any Adverse Benefit Determination, regardless of whether the rescission has an adverse effect on any particular benefit at that time a determination is made. For additional details, see the *Appealing an Adverse Benefit Determination: Rescission of Coverage* section in the *Claims and Appeals* chapter.

### Authorized Representative

A person who you have authorized in writing to represent you in the claims process, the appeals process, or both.

### Children's Health Insurance Program (CHIP)

Provides low-cost health coverage to children in families that earn too much money to qualify for Medicaid. In some states, CHIP covers pregnant women. Each state offers CHIP coverage and works closely with its state Medicaid program.

### Claimant

A Participant who is making a claim for Plan benefits.

## Coinsurance

Your share of the costs for a covered dental care service, calculated as a percent of the allowed amount. The dental Plan pays the rest of the allowed amount, after your share of the Coinsurance has been calculated.

## Concurrent Care Claim

A claim for which the claims administrator has approved an ongoing course of treatment to be provided over a period of time or for a certain number of treatments where one of the following is also true:

- The claims administrator determines that the approved course of treatment should be reduced or terminated before the end of such period of time or number of treatments has been completed. **Note:** This does not apply where the reduction or termination is due to plan amendment or plan termination; or
- You must request an extension of the course of treatment or number of treatments beyond what the claims administrator has approved (when pre-service approval is required and the continuing services have not yet been provided).

## Consolidated Omnibus Budget Reconciliation Act (COBRA)

Gives workers and their families who lose their health benefits the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances such as voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events. Qualified individuals may be required to pay the entire premium for coverage up to 102% of the cost to the plan.

## Cosmetic Procedure

A treatment or surgery that is intended to improve the patient's physical appearance, that is **not** Medically Necessary and from which no significant improvement in physiologic function can be expected (regardless of emotional or psychological factors).

## COVID-19 Outbreak Period

The period from March 1, 2020 until sixty (60) days after the COVID-19 National Emergency ends.

## Deductible

The annual amount that you must pay toward covered expenses for covered dental services or supplies before the dental Plan begins to pay any portion of the cost of covered expenses for those covered services or supplies.

## Dentist

A legally qualified Physician (or doctor) or dental practitioner who is licensed in the governing jurisdiction and practicing within the scope of the license. The Physician (or doctor) or Dentist must not be related to the covered Participant or patient by blood, marriage, or adoption.

## Director

Means you are a Director in a participating cooperative, and includes:

- Advisory Directors;
- Alternate Directors; and
- Director Emeritus, up to a maximum of three.

Your Employer may, or may not, elect to provide coverage for the above-listed classes. (see the *Eligibility and Participation Information* chapter for details).

## **Eligibility Waiting Period**

The period, if any, chosen by the Employer, that is required before participation in the Plan is available to an Employee.

## **Emergency Treatment; Emergency Services**

A health condition that manifests itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:

- A serious threat to the individual's health;
- Serious impairment to bodily functions; or
- Serious dysfunction of any bodily organ or part.

## **Employee**

A person who is employed by the Employer; provided such person is Actively Working or deemed to be Actively at Work pursuant to the terms of the Plan and Employer elections.

## **Employer**

The organization, cooperative, association, system, or entity from which you receive a salary for performing your job responsibilities and through which you receive benefits under the Plan.

## **ERISA**

The Employee Retirement Income Security Act of 1974, as amended.

## **External Review**

An appeal option available for certain dental claims after the internal claims and appeals review process has been exhausted and the Adverse Benefit Determination has been upheld. The External Review is conducted by an Independent Review Organization (IRO).

## **Family and Medical Leave Act (FMLA)**

Provides certain employees with up to 12 weeks of unpaid, job-protected leave per year.

## **Healthcare Audit Reward Program**

The Healthcare Audit Reward Program (HARP) encourages Participants to check their family's health care bills and rewards them if they find a billing error of at least \$100. The error must be verified by Cooperative Benefit Administrators, Inc. (CBA).

## **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

Is a federal law which created national standards to protect sensitive patient health information from being disclosed without the patient's consent or knowledge. The law also provides security provisions and data privacy to keep a patients' medical information protected.

## **Hospital**

An institution that is:

- Accredited as a Hospital under the Hospital Accreditation Program of the Joint Commission on the Accreditation of Hospitals; or
- Operated in accordance with the law under the supervision of a staff of Physicians and with 24-hour-a-day nursing service, and that is primarily engaged in providing:
  - General inpatient medical care and treatment of sick and injured persons through medical, diagnostic, and major surgical facilities, all of which facilities must be provided on its premises or under its control; or
  - Specialized inpatient medical care and treatment of sick or injured persons through medical and diagnostic facilities (including x-ray and laboratory) on its premises, under

its control, or through a written agreement with a Hospital or with a specialized provider of those facilities.

An institution that does not meet the tests of the above items but is state licensed and accredited by the Joint Commission for Accreditation of Hospitals as a community mental health center and residential treatment facility for alcoholism and drug abuse or as an Ambulatory Surgical Center.

In no case will the term Hospital include a Convalescent Nursing Home or an institution that:

- Is used principally as a convalescent facility, rest facility, nursing facility, or facility for the aged;
- Furnishes primarily domiciliary or Custodial Care, including training in the routines of daily living; or
- Is operated primarily as a school.

For institutions that care for alcoholism, mental illness, and substance abuse, the term "Hospital" also means (respectively) an alcohol dependency treatment center, a psychiatric day treatment facility, and a drug dependency treatment center.

### **Hours of Service**

An hour of service is an hour for which employees receive direct or indirect compensation from your co-op. This includes:

- Hours worked, including overtime
- Paid vacation
- Holidays
- Sick leave
- Leave under the Family Medical Leave Act (FMLA)
- Jury duty
- Military training or service
- Disability

### **Injury**

Bodily harm that is the direct result of an Accident and not related to any other cause. This Accident must not be employment-related.

### **Internal Appeal Process**

A review of an Adverse Benefit Determination conducted by the applicable claims administrator upon request by the Plan Participant.

### **Medical Judgment**

A coverage decision that is based on the dental Plan's (or claims administrator's) requirements for the Medical Necessity, appropriateness, health care setting, level of care or effectiveness of a covered benefit. A determination that a treatment is experimental or investigational; or as otherwise defined by applicable law.

In connection with the External Review process, the external reviewer is generally responsible for determining whether an Adverse Benefit Determination involves Medical Judgment.

### **Medically Necessary, Medical Necessity, or Medically Necessary Services and Supplies**

To be considered Medically Necessary, dental services or supplies must meet all the following criteria:

- Ordered by a Physician;
- Consistent with the symptom or diagnosis and treatment of the Sickness or Injury;
- Appropriate within the standards of good medical practice;

- The most appropriate supply or level of service that can be safely provided to the patient in the appropriate setting;
- Not solely for the convenience of the patient, a Physician, a Hospital, or another medical care facility;
- Not for educational, investigational, or experimental services;
- Not for services that are mainly for the purpose of medical or other research; and
- Not for Cosmetic Procedures provided solely to improve appearance unless due to either a congenital defect that impairs function or an Accident.

### **Participant**

A person who is defined as eligible to receive health benefits and enrolled in this benefit plan.

### **Physician**

A legally qualified medical doctor or practitioner who is licensed in the governing jurisdiction and practicing within the scope of the license. The Physician (or doctor) must not be related to the covered Participant or patient by blood, marriage, or adoption.

### **Plan Administrator**

The person or entity responsible for keeping an employee benefit plan in compliance and managing the plan for the exclusive benefit of Plan participants as stated in the Plan Information section of this Summary Plan Description.

### **Plan Sponsor**

An employer or organization that offers a group health plan to its employees or other eligible members as stated in the Plan Information section of this Summary Plan Description.

### **Post-service Claim**

All claims that are not Pre-service Claims; for example, a claim for benefits that you make after receiving dental care services.

### **Pre-service Claim**

Any claim for which the Plan specifically requires approval or authorization from the claims administrator before dental services are obtained.

If a Participant or provider calls the Plan for the sole purpose of learning whether a charge will be covered, that call is not considered a Pre-service Claim, unless the Plan specifically requires the Participant to call for Prior Authorization. The fact that the Plan may grant Prior Authorization does not guarantee that the Plan will ultimately pay the claim.

If you receive services that require Prior Authorization before receiving the authorization or approval from the claims administrator, the claim will be reviewed as a Post-service Claim.

### **Prior Authorization**

A decision by the Plan that a dental care service or a treatment plan is Medically Necessary. Sometimes this is also called Prior Authorization, prior approval, or precertification. The Plan may require Prior Authorization for certain services before you receive them, except in an emergency. Prior Authorization is not a promise that your Plan will cover the cost.

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

Generally, a state court or agency may issue a medical child support order requiring an ERISA-covered health plan to provide health benefits coverage to a child or children. The group health plan must determine whether such medical child support order is qualified. An order that is determined to be qualified is called a Qualified Medical Child Support Order (QMCSO). A state child support enforcement agency may also obtain group health coverage for a child by issuing

a National Medical Support Notice that the group health plan determines to be qualified. For further information about QMCSOs, call the Member Contact Center at 866.673.2299.

### **Reasonable and Customary (R&C) Rates**

R&C means “Reasonable and Customary,” which is the current, most common fee charged in a geographic area for a particular treatment or service. The R&C Rate for any service or supply is the usual charge for the service or supply in the absence of insurance, but not more than the prevailing charge for a like service or supply in the geographic area.

A **like service** is a service of the same nature and duration that requires the same skill and is performed by a provider of similar training and experience.

A **like supply** is a supply that is identical or substantially equivalent.

**Area** means the municipality (or, in the case of a large city, the subdivision of it) in which the service or supply is actually provided or such greater area as is necessary to obtain a representative cross section of charges for a like service or supply.

When determining applicable R&C Rates, CBA in its sole discretion consults industry-wide databases, which may include, without limitation, Fair Health and a factor of Medicare rates, and relies on the methodologies of third parties, whether or not such databases and third parties are listed in the Plan. CBA may also consider factors such as:

- The nature and duration of the service;
- The skills required to perform that service;
- The training and experience of the provider who performs the service; and
- The dental supplies necessary for the treatment or service.

### **Rescission of Coverage**

A cancellation, termination, or discontinuance of coverage that has retroactive effect, meaning that it will be effective as of the date on which you were ineligible for Plan coverage.

### **Retained Attorney**

One attorney retained as outside counsel by the participating cooperative on an ongoing basis. Your Employer may, or may not, elect to provide coverage for the above-listed classes (see the *Eligibility and Participation Information* chapter for details).

### **Sickness**

Any disease or illness that is not employment-related. Sickness must begin while the Employee is covered under the Plan. The term also includes:

- Pregnancy; or
- Any medical complications of pregnancy.

### **Urgent Care Claim**

Any Pre-service Claim for dental care or treatment for which the non-urgent care determination time periods could:

- Seriously jeopardize a patient’s life, health, or ability to regain maximum function; or
- In the opinion of a Dentist with knowledge of your dental condition, would subject you to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

The attending provider who filed the claim decides whether a Pre-service Claim is an Urgent Care Claim. The claims administrator defers to the attending provider’s judgment. When the attending provider does not define the claim as an Urgent Care Claim, an individual acting on behalf of the claims administrator will apply the judgment of a prudent layperson with average knowledge of health and medicine to decide whether the claim is an Urgent Care Claim.



**Note:** If you need care for a condition that could seriously jeopardize your life; you should obtain such care without delay. Benefits will be determined when the claim is processed.

### **USERRA**

The Uniformed Services Employment and Reemployment Rights Act of 1994. Signed into law on October 13, 1994, USERRA clarifies and strengthens the Veterans' Reemployment Rights (VRR) Statute. USERRA is intended to minimize the disadvantages to an individual that can occur when that person needs to be absent from his or her civilian employment in order to serve in the uniformed services.

### **Waiting Period**

The period, if any, chosen by the Employer, that is required before participation in the Plan is available to an Employee.