





## PLAN YEAR 2015-2016

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# DENTAL II BENEFITS BOOKLET

### FOREWORD

October 2015

TML MultiState Intergovernmental Employee Benefits Pool (IEBP) has prepared this booklet to help you understand the dental benefits provided through your Employer. The Dental Plan described in this booklet provides coverage for a wide range of dental care, services and supplies. However, your benefits are affected by certain limitations and conditions that require you to be an informed consumer of dental services and to use only those services you need. Benefits are not provided for certain kinds of treatment or ineligible services, even if recommended by your dentist. Please review the General Exclusions/Limitations section. IEBP urges you to familiarize yourself with the provisions in the Plan description in order to understand your benefits.

The Plan is not intended to cover the entire cost of dental care. It is provided to you, by your Employer, to assist you with your dental care expenses.

**Disclaimer:** A new benefit booklet is distributed at the beginning of the plan year. Please verify annual date referenced on the front cover of the Dental Benefits Booklet to make sure you are referring to the dental benefits that coordinate with the incurred service date.

*Dedicated to Services Measuring the Patient Healthcare Experience by  
Managing the Integrity of the Healthcare Dollar Optimized by Performance Based Outcome*

**GROUP DENTAL BENEFIT PLAN II  
FOR  
TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL\***

**Effective October 1, 1989  
with Amendments through October 1, 2015**

This notice certifies that TML MultiState Intergovernmental Employee Benefits Pool (herein called IEBP) has accepted your Employer as a risk-participating member of the IEBP. Your Employer has selected a plan of benefits and may have the responsibility for compliance with state and federal laws applicable to employee benefits. However, for most state and federal laws applicable to a health plan based upon the number of employees enrolled or eligible to enroll in the health plan, the size of the health plan is determined by the number of individuals enrolled in IEBP as a whole and not based on any one Employer's number of employees. This is a governmental plan excluded from coverage under ERISA (29 U.S.C.A. 1003(b)).

The Plan covers employees who are eligible for the coverage, become covered, and continue to be covered, according to the terms of the Plan. The terms of the Plan are described in the following pages. The Board of Trustees of TML MultiState Intergovernmental Employee Benefits Pool reserves the right to amend the Plan if circumstances warrant and has given the Executive Director the discretionary authority to construe the terms of the Plan.

Resource	Contact Information	Accessible Hours
TML MultiState Intergovernmental Employee Benefits Pool (IEBP)	1821 Rutherford Lane, Suite 300   Austin, Texas 78754 PO Box 149190   Austin, Texas 78714-9190	
Customer Care Helpline:	(800) 282-5385	8:30 AM - 5:00 PM Central
Secured Customer Care E-mail:	Visit <a href="http://www.iebp.org">www.iebp.org</a>   click on the "Login" button   click on "Online Customer Care" under the "My Tools" menu   click on "Send a Secure Email"	8:30 AM - 5:00 PM Central
Provider Benefit Information Portal: Provider information can be found under the Provider Services menu. Member specific information such as Eligibility, Claims, Summary of Benefits and Coverage, Provider Coding Guidelines, Medication Therapy Management Guide, Member Rights and Responsibilities, Provider/Member Appeal Rights and IEBP Quality Improvement Plan information is also available.	Visit <a href="http://www.iebp.org">www.iebp.org</a>   to register, click on the "Sign Up" link under the provider section   to login, click on the "Login" button at the top right hand side of the screen	
TML MultiState IEBP Internet Website:	<a href="http://www.iebp.org">www.iebp.org</a>	Twenty-four (24) hrs
MyIEBP Mobile Access:	iPhone--App Store, Droid--Google Play, All other Phones-- <a href="http://www.iebp.org">www.iebp.org</a>	Twenty-four (24) hrs
Information on how IEBP evaluates new technology for inclusion as a covered benefit:	Visit <a href="http://www.iebp.org">www.iebp.org</a>   click on "About Us"   click on "Technology"	
Spanish Line:	(800) 385-9952	

\* A Risk Pool created under and governed by the Texas Political Subdivisions Uniform Group Benefits Program (Chapter 172 Texas Local Government Code). Section 172.014 of that chapter provides that "A risk pool created under this Section is not insurance or an insurer under the Insurance Code or other laws of this state, and the State Board of Insurance [now Texas Department of Insurance] does not have jurisdiction over a pool created under this Section."

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## Schedule of Dental Benefits

**Deductible**

Tier One Dental Expense Benefits..... None

Tier Two and Tier Three Dental Expense Benefits

**Combined per Calendar Year** .....\$50

**Percentage Payable** ..... up to 100% of the scheduled amount

**Benefit Maximum per Calendar Year** .....\$1,200

Please refer to the **List of Covered Dental Procedures** for the maximum scheduled amount payable for each listed dental procedure.

If you or a covered dependent receives a dental service or supply which appears on the List of Covered Dental Procedures in more than one (1) section of that list, the charge for that service or supply shall be covered only under that section of the list for which the greatest benefit is payable.

## List of Covered Dental Procedures

When all of the provisions of the Plan are satisfied, the Plan will provide benefits as outlined on the Schedule of Dental Benefits for the services and supplies listed in this section. This list is intended to give you a description of expenses for services and supplies considered by the Plan.

Maximum Benefit	ADA Code	
<b><u>Tier One Dental Services</u></b>		
<b>Oral Examination - limited to two (2) exams per calendar year</b>		
\$20.91	D0120	Periodic
\$32.60	D0145	Oral Evaluation under three (3) years old
\$36.90	D0150	Comprehensive
<b>Prophylaxis - limited to two (2) treatments per calendar year</b>		
\$37.66	D1110	Prophylaxis/Cleaning age fourteen and older (14+)
\$25.99	D1120	Prophylaxis/Cleaning under age fourteen (14)
<b>Fluoride Treatments - limited to Children under the age of eighteen (18) and two (2) treatments per calendar year</b>		
\$22.20	D1206	Topical fluoride varnish
\$14.81	D1208	Topical application of fluoride
<b>Sealants - limited to Children under the age thirteen (13) – \$75.00 maximum benefit per calendar year</b>		
\$23.15	D1351	Sealant- per tooth
<b>Other Tier One Services</b>		
\$29.69	D1352	Preventive resin restoration – permanent tooth
<b>Tier One X-Rays</b>		
<i>Bitewings – limited to once in a calendar year</i>		
\$11.64	D0270	Bitewing – single films
\$18.63	D0272	Bitewings – two (2) films
\$22.70	D0273	Bitewings – three (3) films
\$26.19	D0274	Bitewings – four (4) films
\$39.58	D0277	Vertical bitewings seven to eight (7-8) films

Maximum Benefit	ADA Code	
<b>Periapical X-Rays</b>		
\$11.12	D0220	Single film, periapical view
\$10.00	D0230	Additional films, periapical view
\$17.22	D0240	Intraoral, occlusal view
<b>Complete intraoral series (full mouth series) limited to one series in a sixty (60) consecutive month period</b>		
\$55.57	D0210	Intraoral
	<u>OR</u>	
<b>Panoramic limited to one series in a sixty (60) consecutive month period</b>		
\$46.56	D0330	Panoramic survey film
<b>Space Maintainers - initial appliance for non-orthodontic treatment of prematurely lost teeth for children under age sixteen (16)</b>		
\$158.12	D1510	Fixed – unilateral
\$221.37	D1515	Fixed – bilateral
\$173.94	D1520	Removable – unilateral
\$268.81	D1525	Removable – bilateral
\$34.16	D1550	Recement space maintainer
\$32.89	D1555	Removal – fixed space maintainer
<b><u>Tier Two Dental Services - Subject to Deductible</u></b>		
<b>Non-Routine exams and visits</b>		
\$29.21	D0140	Limited exam (Emergency Exam)
\$61.50	D0160	Detailed exam (problem focused)
\$20.50	D0170	Limited re-evaluation (problem focused)
\$33.31	D0180	Comprehensive Periodontal Evaluation
\$39.76	D9110	Emergency palliative treatment
\$12.38	D9450	Treatment plan case presentation – detailed/extensive
<b>Tier Two X-Rays</b>		
\$17.60	D0250	Extraoral – first film
\$16.21	D0260	Extraoral – each additional
<b>Tests and Examinations</b>		
\$14.99	D0415	Collection of microorganisms for culture
\$20.68	D0460	Pulp vitality tests
<b>Restorative Services</b>		
\$52.27	D2140	Amalgam – one (1) surface
\$67.64	D2150	Amalgam – two (2) surfaces
\$81.78	D2160	Amalgam – three (3) surfaces
\$99.62	D2161	Amalgam – four (4) surfaces
\$51.96	D2330	Resin – one (1) surface, anterior
\$66.31	D2331	Resin – two (2) surfaces, anterior
\$81.15	D2332	Resin – three (3) or more surfaces, anterior
\$96.00	D2335	Resin – four (4) or more surfaces or involving incisal angle, anterior
\$106.39	D2390	Resin crown, anterior
\$60.86	D2391	Resin – one (1) surface, posterior
\$79.67	D2392	Resin – two (2) surfaces, posterior
\$98.97	D2393	Resin – three (3) or more surfaces, posterior
\$121.23	D2394	Resin – four (4) or more surfaces, posterior
\$36.64	D2940	Sedative Filling
\$24.11	D2990	Resin infiltration of incipient smooth surface lesions
<b>Prefabricated Crowns</b>		
\$95.95	D2930	Prefabricated stainless steel – primary
\$108.49	D2931	Prefabricated stainless steel – permanent
\$115.72	D2932	Prefabricated Resin Crown
\$132.60	D2933	Prefabricated stainless steel – with resin window

Maximum Benefit	ADA Code	
\$132.60	D2934	Prefabricated esthetic coated stainless steel – primary
\$50.63	D2921	Reattachment of tooth fragment
<b>Pins</b>		
\$20.73	D2951	Pin retention
<b>Endodontic Treatment</b>		
\$33.25	D3110	Pulp Cap – direct
\$26.60	D3120	Pulp Cap – indirect
\$68.16	D3220	Therapeutic pulpotomy
\$74.81	D3221	Pulpal debridement
\$69.27	D3222	Partial Pulpotomy for Apexogenesis
\$69.83	D3230	Pulpal therapy anterior primary tooth
\$85.94	D3240	Pulpal therapy posterior primary tooth
\$273.93	D3310	Anterior root canal
\$335.70	D3320	Bicuspid root canal
\$416.27	D3330	Molar root canal
\$107.43	D3331	Treatment of root canal obstruction
\$204.11	D3332	Incomplete root canal
\$94.00	D3333	Internal root repair
\$365.24	D3346	Retreatment of previous root canal – anterior
\$429.70	D3347	Retreatment of previous root canal – bicuspid
\$531.75	D3348	Retreatment of previous root canal – molar
\$203.00	D3351	Apexification/recalcification – initial visit
\$91.00	D3352	Apexification/recalcification
\$280.00	D3353	Apexification/recalcification – final visit
\$203.00	D3355	Pulpal regeneration – initial visit
\$91.00	D3356	Pulpal regeneration – interim medication replacement
\$239.13	D3357	Pulpal regeneration – completion of treatment
\$402.50	D3410	Apicoectomy – anterior
\$448.00	D3421	Apicoectomy – bicuspid
\$507.50	D3425	Apicoectomy – molar
\$171.50	D3426	Apicoectomy – each additional root
\$364.00	D3427	Periradicular surgery without apicoectomy
\$197.92	D3428	Bone graft in conjunction w/periradicular surgery – per tooth
\$168.81	D3429	Bone graft in conjunction with periradicular surgery – contiguous tooth
\$211.56	D3431	Periradicular surgery w/o apicoectomy
\$207.63	D3432	Guided tissue regeneration, resorbable barrier/periradicular surgery
\$126.00	D3430	Retrograde filling – per root
\$262.50	D3450	Root amputation – per root
\$70.00	D3910	Surgical isolation of tooth
\$199.50	D3920	Hemisection
\$91.00	D3950	Canal prep & fitting of dowel or post
<b>Periodontics</b>		
\$266.96	D4210	Gingivectomy – per quadrant
\$118.65	D4211	Gingivectomy – one (1) to three (3) teeth, per quadrant
\$94.92	D4212	Gingivectomy or gingivoplasty
\$373.74	D4230	Anatomical crown exposure-four (4) or more contiguous teeth
\$177.97	D4231	Anatomical crown exposure-one (1) to three (3) teeth
\$338.15	D4240	Gingival flap procedure
\$195.77	D4241	Gingival flap procedure – one (1) to three (3) teeth, per quadrant
\$249.16	D4245	Apically positioned flap
\$370.78	D4249	Clinical crown lengthening
\$563.58	D4260	Osseous surgery – per quadrant
\$302.55	D4261	Osseous surgery – one (1) to three (3) teeth, per quadrant
\$201.70	D4263	Bone replacement graft – first (1 <sup>st</sup> ) site in quadrant
\$172.04	D4264	Bone replacement graft – each additional site in quadrant
\$211.56	D4265	Biologic materials for tissue regeneration
\$207.63	D4266	Guided tissue regeneration - resorbable
\$266.96	D4267	Guided tissue regeneration non-resorbable

Maximum Benefit	ADA Code	
\$187.02	D4268	Surgical revision procedure
\$400.44	D4270	Pedicle soft tissue graft
\$489.43	D4273	Connective tissue graft
\$277.64	D4274	Distal or proximal wedge procedure
\$367.81	D4275	Soft tissue allograft
\$548.75	D4276	Tissue & double pedicle graft
\$415.27	D4277	Free soft tissue graft, first tooth
\$136.45	D4278	Free soft tissue graft, each contiguous tooth
\$83.49	D4341	Periodontal scaling & root planing, per quadrant – limited to no more than four (4) quadrants per twenty four (24) months
\$48.34	D4342	Periodontal scaling & root planing, one (1) to three (3) teeth per quadrant – limited to no more than four (4) quadrants per twenty four (24) months
\$57.13	D4355	Full mouth debridement – limited to one (1) treatment per lifetime
\$51.42	D4910	Periodontal maintenance – limited to two (2) times per year following active periodontal therapy
\$37.35	D4920	Dressing change
<b>Oral and Maxillofacial Surgery</b>		
\$45.79	D7111	Extraction, coronal remnants – primary tooth
\$60.86	D7140	Extraction, erupted tooth or exposed root
\$90.30	D7210	Surgical removal of erupted tooth
\$113.23	D7220	Removal of tooth (soft tissue)
\$150.66	D7230	Removal of tooth (partially bony)
\$176.86	D7240	Removal of tooth (completely bony)
\$222.25	D7241	Removal of tooth (completely bony) – complicated
\$95.45	D7250	Surgical removal of residual tooth roots
\$187.16	D7251	Coronectomy – intentional partial tooth removal
\$607.32	D7260	Oroantral fistula closure
\$253.05	D7261	Primary closure of a sinus perforation
\$189.79	D7270	Reimplantation of tooth
\$177.13	D7280	Surgical access of an unerupted tooth
\$88.57	D7282	Mobilization of erupted or malpositioned tooth to aid eruption
\$151.83	D7290	Surgical repositioning of teeth
\$191.23	D7310	Alveoloplasty with extractions per quadrant
\$167.33	D7311	Alveoloplasty in conjunction with extractions – one (1) to three (3) teeth spaces, per quadrant
\$145.31	D7320	Alveoloplasty with no extractions
\$130.32	D7321	Alveoloplasty not in conjunction with extractions – one (1) to three (3) teeth or tooth spaces, per quadrants
\$1,314.71	D7340	Vestibuloplasty
\$3,824.61	D7350	Vestibuloplasty with soft tissue graft
\$190.63	D7450	Removal of benign odontogenic – up to 1.25 cm
\$387.81	D7451	Removal of benign odontogenic greater than 1.25 cm
\$710.42	D7471	Removal of lateral exostosis
\$844.28	D7472	Removal of torus palatinus
\$796.48	D7473	Removal of torus mandibularis
\$710.42	D7485	Surgical reduction of osseous tuberosity
\$86.25	D7510	Incision and drainage of abscess
\$138.13	D7511	Incision and drainage of abscess – extraoral soft tissue – complicated
\$352.82	D7530	Removal of foreign body – soft tissue
\$391.07	D7540	Removal of foreign body – bone
\$243.82	D7550	Sequestrectomy
\$262.94	D7960	Frenectomy
\$175.00	D7963	Frenuloplasty
\$180.94	D7970	Excision of hyperplastic tissue per arch
\$85.94	D7971	Excision of pericoronal gingiva
\$535.45	D7972	Surgical reduction of fibrous tuberosity
<b>Anesthesia</b>		
\$153.22	D9220	General anesthesia – first (1 <sup>st</sup> ) thirty (30) minutes
\$68.68	D9221	General anesthesia – additional fifteen (15) minutes

Maximum Benefit	ADA Code	
\$118.88	D9241	Intravenous sedation – first (1 <sup>st</sup> ) thirty (30) minutes
\$58.12	D9242	Intravenous sedation – additional fifteen (15) minutes
\$36.98	D9248	Non-IV Conscious Sedation (oral medication) allowed in the same case as general anesthesia
<b>Tier Two Miscellaneous Services</b>		
\$57.38	D9951	Occlusal adjustment (if in active periodontal treatment)
\$270.01	D9952	Occlusal adjustment – complete (if in active periodontal treatment)
\$30.63	D9610	Therapeutic parenteral drug, single administration, (with complex oral surgery)
\$34.38	D9612	Therapeutic parenteral drugs, two or more administrations, with complex oral surgery
\$54.69	D9930	Treatment of unusual complications – by report
<b><u>Tier Three Dental Services - Subject to Deductible</u></b>		
<b>Minor Treatment To Control Harmful Habits</b>		
\$268.81	D8210	Removable appliance therapy (includes correction for thumb sucking and tongue thrashing)
\$221.37	D8220	Fixed appliance therapy (includes correction for thumb sucking and tongue thrusting)
\$156.61	D9940	Occlusal guard to minimize effects of bruxism
<b>Inlay/Onlay Restorations</b>		
\$227.01	D2510	Inlay – metallic – one (1) surface
\$257.53	D2520	Inlay – metallic – two (2) surfaces
\$296.83	D2530	Inlay – metallic – three (3) or more surfaces
\$291.11	D2542	Onlay – metallic – two (2) surfaces
\$304.46	D2543	Onlay – metallic – three (3) or more surfaces
\$316.67	D2544	Onlay – metallic – four (4) or more surfaces
\$267.07	D2610	Inlay – porcelain/ceramic – one (1) surface
\$281.95	D2620	Inlay – porcelain/ceramic – two (2) surfaces
\$300.27	D2630	Inlay – porcelain/ceramic – three (3) or more surfaces
\$291.87	D2642	Onlay – porcelain/ceramic – two (2) surfaces
\$314.76	D2643	Onlay – porcelain/ceramic – three (3) surfaces
\$333.84	D2644	Onlay – porcelain/ceramic – four (4) or more surfaces
\$175.51	D2650	Inlay – resin based composite – one (1) surface
\$209.08	D2651	Inlay – resin based composite – two (2) surfaces
\$219.76	D2652	Inlay – resin based composite – three (3) or more surfaces
\$190.77	D2662	Onlay – resin based composite – two (2) surfaces
\$224.34	D2663	Onlay – resin based composite – three (3) surfaces
\$240.37	D2664	Onlay – resin based composite – four (4) or more surfaces
<b>Laminate Veneers</b>		
\$223.73	D2960	Labial veneer – resin laminate – chair side
\$253.82	D2961	Labial veneer – resin laminate – laboratory
\$275.81	D2962	Labial veneer – porcelain laminate – laboratory
<b>Single Crowns</b>		
This information must be provided for consideration of expenses for replacement of crowns:		
<ul style="list-style-type: none"> <li>Date of prior placement and reason for replacing crown</li> </ul>		
\$130.05	D2710	Resin
\$130.05	D2712	Three fourths (3/4) Resin-based composite
\$320.54	D2720	Resin with high noble metal
\$300.39	D2721	Resin with predominantly base metal
\$306.99	D2722	Resin with noble metal
\$328.97	D2740	Porcelain/ceramic substrate
\$324.57	D2750	Porcelain fused to high noble metal
\$302.22	D2751	Porcelain fused to predominantly base metal
\$309.55	D2752	Porcelain fused to noble metal
\$311.38	D2780	Three fourths (3/4) cast with high noble metal
\$293.07	D2781	Three fourths (3/4) cast with predominantly base metal
\$302.59	D2782	Three fourths (3/4) cast with noble metal
\$320.17	D2783	Three fourths (3/4) cast with porcelain/ceramic
\$313.21	D2790	Full cast high noble metal
\$296.73	D2791	Full cast predominantly base metal

Maximum Benefit	ADA Code	
\$302.22	D2792	Full cast noble metal
\$320.54	D2794	Titanium
\$73.29	D2950	Core build-up
\$115.72	D2952	Cast post and core in addition to crown
\$57.86	D2953	Cast post each additional – same tooth
\$92.58	D2954	Prefabricated post & core in addition to crown
\$46.29	D2957	Prefabricated post each additional – same tooth
\$44.36	D2971	Additional procedures to construct new crown under existing partial denture framework
<b>Bridges/Partial Dentures/Full Dentures</b>		
This information must be provided for consideration of expenses:		
<ul style="list-style-type: none"> <li>for initial placement, which teeth are being replaced and the dates of each extraction;</li> <li>for replacements, which teeth are being replaced, the date of prior placement and reason for this replacement.</li> </ul>		
<b>Full Dentures</b>		
\$444.39	D5110	Complete denture – maxillary (upper)
\$444.39	D5120	Complete denture – mandibular (lower)
\$484.53	D5130	Immediate denture – maxillary (upper)
\$484.53	D5140	Immediate denture – mandibular (lower)
<b>Partial Dentures</b>		
\$375.06	D5211	Maxillary partial – resin base
\$435.88	D5212	Mandibular partial – resin base
\$491.02	D5213	Maxillary partial – cast metal
\$491.02	D5214	Mandibular partial – cast metal
\$375.06	D5225	Maxillary partial – flexible base
\$435.88	D5226	Mandibular partial – flexible base
\$286.26	D5281	Removable unilateral partial denture
<b>Fixed Partial Dentures - Pontics</b>		
\$205.54	D6205	Indirect Resin-based composite
\$314.24	D6210	Cast high noble metal
\$294.47	D6211	Cast predominantly base metal
\$306.33	D6212	Cast noble metal
\$316.21	D6214	Titanium
\$310.28	D6240	Porcelain fused to high noble metal
\$286.57	D6241	Porcelain fused to predominantly base metal
\$302.38	D6242	Porcelain fused to noble metal
\$320.17	D6245	Porcelain/ceramic
\$306.33	D6250	Resin with high noble metal
\$282.62	D6251	Resin with base metal
\$291.71	D6252	Resin with noble metal
<b>Fixed Partial Dentures - Retainers, Inlays/Onlays</b>		
\$118.27	D6545	Retainer – cast metal – bonded
\$130.10	D6548	Retainer – porcelain/ceramic – bonded
\$59.14	D6549	Retainer – resin for resin bonded fixed prosthetics
\$234.75	D6600	Inlay – porcelain/ceramic, two (2) surfaces
\$246.21	D6601	Inlay – porcelain/ceramic, three (3) or more surfaces
\$250.87	D6602	Inlay – cast high noble metal, two (2) surfaces
\$275.96	D6603	Inlay – cast high noble metal, three (3) or more surfaces
\$245.86	D6604	Inlay – cast predominantly base metal, two (2) surfaces
\$260.55	D6605	Inlay – cast predominantly base metal, three (3) or more surfaces
\$241.91	D6606	Inlay – cast noble metal, two (2) surfaces
\$268.43	D6607	Inlay – cast noble metal, three (3) or more surfaces
\$255.17	D6608	Onlay – porcelain/ceramic, two (2) surfaces
\$266.28	D6609	Onlay – porcelain/ceramic, three (3) or more surfaces
\$270.58	D6610	Onlay – cast high noble metal, two (2) surfaces
\$296.03	D6611	Onlay – cast high noble metal, three (3) or more surfaces
\$269.15	D6612	Onlay – cast predominantly base metal, two (2) surfaces
\$281.34	D6613	Onlay – cast predominantly base metal, three (3) or more surfaces

Maximum Benefit	ADA Code	
\$263.42	D6614	Onlay – cast noble metal, two (2) surfaces
\$273.81	D6615	Onlay – cast noble metal, three (3) or more surfaces
\$250.87	D6624	Inlay – titanium
\$263.42	D6634	Onlay – titanium
\$302.84	D6781	Three fourths (3/4) cast predominantly base metal
\$281.34	D6782	Three fourths (3/4) cast noble metal
\$311.80	D6783	Three fourths (3/4) porcelain/ceramic
\$293.88	D6791	Full cast predominately base metal
<b>Fixed Partial Dentures - Retainers, Crowns</b>		
\$268.79	D6710	Crown – Indirect Resin-based composite
\$313.59	D6720	Resin with high noble metal
\$297.46	D6721	Resin with predominantly base metal
\$302.84	D6722	Resin with noble metal
\$329.72	D6740	Crown – porcelain/ceramic
\$321.12	D6750	Porcelain fused to high noble metal
\$299.61	D6751	Porcelain fused to base metal
\$306.78	D6752	Porcelain fused to noble metal
\$302.84	D6780	Three fourths (3/4) cast high noble metal
\$310.01	D6790	Full cast high noble metal
\$304.63	D6792	Full cast noble metal
\$304.63	D6794	Crown – titanium
<b>Other Fixed Partial Denture Services</b>		
\$98.97	D6972	Prefabricated post & core in addition to fixed partial denture
<b>Repairs/Adjustments</b>		
\$27.77	D2910	Recement inlay, onlay or partial coverage restoration
\$27.77	D2915	Recement cast or prefabricated post and core
\$28.16	D2920	Recement crown
\$72.50	D2980	Crown repair
\$72.50	D2981	Inlay Repair due to restorative material failure
\$72.50	D2982	Onlay Repair due to restorative material failure
\$72.50	D2983	Veneer Repair due to restorative material failure
\$24.33	D5410	Adjust complete maxillary denture – after six (6) months
\$24.33	D5411	Adjust complete mandibular denture – after six (6) months
\$24.33	D5421	Adjust maxillary partial denture – after six (6) months
\$24.33	D5422	Adjust mandibular partial denture – after six (6) months
\$48.66	D5510	Repair broken complete denture base
\$40.55	D5520	Replace missing or broken teeth – complete denture (each tooth)
\$52.71	D5610	Partial denture – repair resin base
\$56.77	D5620	Partial denture repair cast framework
\$68.93	D5630	Repair/replacement – broken clasp
\$44.60	D5640	Replace broken teeth – per tooth
\$60.82	D5650	Add tooth to existing partial denture
\$72.99	D5660	Add clasp to existing partial denture
\$178.41	D5670	Replace all teeth and acrylic on cast metal framework (maxillary)
\$178.41	D5671	Replace all teeth and acrylic on cast metal framework (mandibular)
\$180.43	D5710	Rebase complete maxillary denture
\$172.32	D5711	Rebase complete mandibular denture
\$170.30	D5720	Rebase maxillary partial denture
\$170.30	D5721	Rebase mandibular partial denture
\$101.77	D5730	Reline complete maxillary denture – chairside after six (6) months
\$101.77	D5731	Reline complete mandibular denture – chairside after six (6) months
\$93.26	D5740	Reline maxillary partial denture – chairside after six (6) months
\$93.26	D5741	Reline mandibular partial denture – chairside after six (6) months
\$135.83	D5750	Reline complete maxillary denture – laboratory
\$135.83	D5751	Reline complete mandibular denture – laboratory
\$133.81	D5760	Reline maxillary partial denture laboratory – after six (6) months
\$133.81	D5761	Reline mandibular partial denture laboratory – after six (6) months
\$44.03	D6930	Recement fixed partial denture

Maximum Benefit	ADA Code	
\$99.80	D6940	Stress breaker
\$57.75	D6980	Fixed partial denture repair, by report
\$35.94	D9120	Fixed partial denture sectioning
\$64.80	D9942	Repair and/or relining of occlusal guard
<b>Tier Three Miscellaneous Services</b>		
\$42.58	D5850	Tissue conditioning – maxillary
\$42.58	D5851	Tissue conditioning – mandibular

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## How Benefits are Paid

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IEBP relies mainly on information provided when a claim is submitted. If IEBP finds that additional information is needed to determine if benefits are payable or for Right of Recovery under the Plan, a written request for such information will be made to the Covered Individual, or if necessary, the dental care provider. If the information is not provided, the claim will be denied. If the claim is denied because requested information is not provided, the information may be filed as long as the required information is filed within the twelve (12) months from the date the expense was incurred, unless it was not reasonably possible to furnish the information within the filing deadline as determined by IEBP. Additional information may also be submitted within ninety (90) days after a decision is made by the Employer's workers' compensation carrier or by the Workers' Compensation Division of the Texas Department of Insurance, that the dental expense sought to be claimed is due to an injury that is non-compensable, whichever is later.

### Claims

**Requests for Reimbursement.** No benefits are payable for claims submitted by the employee or a provider unless the requirements of this paragraph are met. Requests for reimbursement for a covered benefit should be received by IEBP within ninety (90) days of date of service but not later than twelve (12) months from the date the expense was incurred, unless it was not reasonably possible to furnish the information within the filing deadline as determined by IEBP, or within ninety (90) days after a decision is made by the Employer's workers' compensation carrier or by the Workers' Compensation Division of the Texas Department of Insurance, that the dental expense sought to be claimed is due to an injury that is non-compensable, whichever is later.

Determination of "reasonably possible" is at the sole discretion of IEBP.

Requests for reimbursement must include:

1. the employee's name, address, unique subscriber identification number and group name;
2. the Covered Individual's name and relationship to the employee;
3. the dental care provider's name, tax ID/national provider identifier (NPI), or unique identification number and address; and
4. a description of the service rendered including charge(s), applicable procedure code(s), and the date(s) of service.

Requests for reimbursement must be legible. If a request is not legible, it may be returned with a request to submit a legible copy. Electronic claim submissions must meet the standards for electronic transactions and codes set forth by the appropriate regulatory body. Claims will be considered for payment in the order received.

### **Claims may be mailed to:**

TML MultiState IEBP | PO Box 149190 | Austin, Texas 78714-9190

If you have any questions regarding your claim, please call IEBP's Customer Care Team at (800) 282-5385 or contact Customer Care via e-mail at [www.iebp.org](http://www.iebp.org). Login and click on "Online Customer Care" under the "My Tools" menu, then click on "Send a Secure Email".

Benefits will not be recalculated to allow a better benefit for charges incurred at a later date.

Claim forms are not required for benefits to be payable under the Plan. IEBP may request specific information from the Covered Individual or Employer in order to complete processing of the claim or to verify eligibility in the Plan. The information requested may include but is not limited to:

1. verification of employment status;
2. information related to accidental injuries;
3. information related to pre-existing services;
4. information related to work related accidents or illness; and/or
5. information regarding any other source of benefits.

Covered Individuals must keep IEBP informed in writing of any change in address, phone number or dependents. IEBP may rely on United States Postal Service and/or the Employer demographic information for a Covered Individual's last known address.

As a Covered Individual under the Plan, you must supply IEBP with the information necessary to determine whether the charges incurred are for an Eligible Benefit or to otherwise administer benefits. Decisions with respect to the type of information necessary to determine coverage shall be made at the sole discretion of IEBP. IEBP reserves the right to withhold or deny payment until the requested information has been furnished.

### **Right to Receive and Release Necessary Information**

All personnel involved in the processing of claims are advised of the need to treat all personal and dental information as confidential. However, IEBP has the right to disclose information to or obtain information regarding a Covered Individual from any organization or person if necessary to determine benefits payable under the Plan or if allowed by state or federal statute or regulation.

### **Assignments**

The benefits provided under the Plan are payable only to the Covered Individual. IEBP may pay benefits directly to the dental care provider if they are assigned by the Covered Individual.

Benefits will not be paid to providers who negotiate benefit settlements with patients, e.g., providers who agree to accept whatever payment the Plan makes or providers who waive deductibles or copayments.

### **Legal Actions**

No legal action (including arbitration) may be brought against IEBP prior to the expiration of sixty (60) days after a written request for reimbursement has been furnished to IEBP in accordance with the requirements of the Plan, **and** all appeal rights available to the Plan have been exhausted. No such action may be brought after the expiration of two (2) years from the date service was incurred. This paragraph shall be applicable where a dental provider makes a complaint that a prompt payment contract was not followed. Venue for any dispute arising under the terms of the Plan, including but not limited to claims and subrogation disputes or declaratory judgment actions, shall be in Austin, Travis County, Texas.

IEBP reserves the right to take any legal action available against a Covered Individual to recover expenses incurred by IEBP to defend frivolous lawsuits or actions brought before all appeal rights have been exhausted.

### **Claim Appeals**

If a claim for benefits is wholly or partially denied, an Explanation of Benefits (EOB) will be furnished to the Covered Individual and the provider of services. This EOB will give the reason(s) the claim was denied. If the Covered Individual or provider of services does not agree with the claim decision or alleges that a contractual prompt payment requirement was not followed in the administration of a claim, he or she may submit an appeal. The appeal must be in writing and received by IEBP within one-hundred eighty (180) days of the date of the EOB. Relevant information supplied by the Covered Individual or dental care provider should be included with the appeal. An appeal requested without proper documentation may not be considered. All written appeals should be sent to IEBP's address printed on the Medical/Prescription ID cards. These appeal provisions shall be applicable where a provider makes a complaint that a prompt payment contract was not followed.

The appealing party will be notified in writing of the results of an appeal for a denial or reduction in benefits within thirty (30) days after receipt of all necessary information to make a determination. Failure to provide such written notice will not grant the appeal. All available dental information must be provided at no cost to the Plan. IEBP shall be under no obligation to respond to an appeal of a claim based upon complaints that have previously been addressed by a prior appeal.

If the individual does not agree with the decision, the appeal may be elevated to the Board of Trustees, TML MultiState Intergovernmental Employee Benefits Pool, 1821 Rutherford Lane, Suite 300, Austin, TX 78754-5151. Usually within sixty (60) days of receipt of the denial of appeal, a committee of Trustees will schedule a meeting and hear the appeal. The appealing party may submit additional information and/or appear before the committee. The appealing party will be notified of the date, time and place the committee will meet at least five (5) days prior to the meeting date.

A final decision will be made by the Board of Trustees Appeals Committee and sent to the appealing party usually within thirty (30) days after the receipt of the request, but in no case more than one-hundred twenty (120) days after the request for review is received. The Appeals Committee's final decision will be in writing and include specific references to the Plan provisions on which the decision was based.

### **Privacy of Your Health Information**

A Federal regulation, called the “Privacy Rule,” requires IEBP to protect the privacy of each Covered Individual’s identifiable health information. Under the Privacy Rule, IEBP may use and disclose a Covered Individual’s identifiable health information only for certain permitted purposes, such as the payment of claims under the dental plan. If IEBP needs to use or disclose a Covered Individual’s health information for a purpose not permitted under the Privacy Rule, IEBP must first obtain a written authorization signed by the Covered Individual.

IEBP has administrative, physical and technical safeguards in place to protect the privacy of health information. IEBP will notify you regarding privacy breaches per Health and Human Services requirements.

In addition to restrictions on how IEBP may use and disclose a Covered Individual’s identifiable health information, the Privacy Rule gives each Covered Individual certain rights. These include the right of a Covered Individual to access his or her health information, to amend his or her health information and to receive an accounting of certain disclosures of his or her health information.

IEBP’s Notice of Privacy Practices explains fully how IEBP may use and disclose a Covered Individual’s identifiable health information and a Covered Individual’s rights under the Privacy Rule. IEBP’s Notice of Privacy Practices is available on IEBP’s website at [www.iebp.org](http://www.iebp.org), or an individual may request a paper copy of the notice by calling IEBP’s customer care at (800) 282-5385.

### **Security of Your Health Information**

A Federal regulation, called the “Security Rule,” requires IEBP to ensure the confidentiality, integrity and availability of a Covered Individual’s identifiable health information that IEBP receives, creates, maintains or transmits electronically. IEBP has implemented administrative, physical and technical safeguards that meet both Federal requirements and industry standards for the security of electronic health information.

## **Description of Plan Benefits**

Subject to the terms and conditions of the Plan, IEBP will pay benefits for eligible dental services and supplies shown in the **List of Covered Dental Procedures** that are rendered by a licensed dentist.

### **Deductible**

Before benefits are paid, you must meet the appropriate deductible shown in the Schedule of Dental Benefits. The scheduled deductibles shall apply individually to each Covered Individual per calendar year. The deductibles for the Tier Two and Tier Three Dental Expense Benefit are combined and only a single deductible applies to these two (2) benefits.

### **Maximum Benefit**

IEBP will not pay more than the maximum benefit shown in the **List of Covered Dental Procedures** and in the Schedule of Dental Benefits.

### **Benefits**

The Plan benefits are divided into the following sections:

- ▶ Tier One Dental Services
- ▶ Tier Two Dental Services
- ▶ Tier Three Dental Services

### **Alternative Benefits**

If there is a less costly alternative to any service or supply which is proposed, furnished or provided and such alternative is within accepted standards of dental practice, then the Usual and Reasonable charges for such alternative shall be considered to be an eligible expense.

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## General Exclusions or Limitations

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**No benefits shall be payable under any part of the Plan with respect to any charges:**

1. for which a Covered Individual is not financially responsible or are submitted only because dental coverage exists or for discounts for which the Covered Individual is not responsible, including but not limited to independent and preferred provider discounts;
2. for services or supplies not necessary for the diagnosis or treatment of a dental condition or injury unless otherwise stated in the Plan;
3. for expenses applied toward satisfaction of any deductibles or benefit percentage;
4. in excess of the maximum benefit for services and supplies;
5. for any dental condition, injury or disability which (1) was incurred while working for wage, hire, or monetary gain, or (2) could have been available if pursued under benefits for Workers' Compensation whether or not the Employer is a subscriber or non-subscriber in a Workers' Compensation Program including those individuals who could have been lawfully covered by Workers' Compensation as volunteers. In applying this exclusion, work on the Covered Individual's family farm or ranch is not considered an employment arrangement;
6. for any service or treatment for cosmetic purposes, including but not limited to facings on crowns or pontics posterior to the second (2<sup>nd</sup>) bicuspid unless the services are required because of accidental bodily injuries and:
  - a. the accident occurs while the Covered Individual is covered under the Plan; and
  - b. the services are rendered while coverage is effective;

**Note:** The Plan will always pay secondary if accident benefits are also payable under a medical plan.
7. for personalization of dentures;
8. for services or supplies provided for personal comfort and not necessary for treatment of a dental condition;
9. for experimental drug therapy or any dental procedure not approved by the Food and Drug Administration (FDA) or the American Dental Association (ADA);
10. for drugs labeled: "Caution - limited by federal law to investigational use" or experimental drugs, even though a charge is made to the Covered Individual;
11. for drugs and medicines lawfully obtainable without a physician's prescription (even if prescribed by a dentist);
12. for implantology and any related expenses;
13. for services rendered to a Covered Individual by any of the following relatives:
  - a. spouse;
  - b. parent(s) or parent(s)-in-law;
  - c. child(ren);
  - d. brother(s) or brother(s)-in-law;
  - e. sister(s) or sister(s)-in-law;
  - f. grandparent(s) or grandparent(s)-in-law;
  - g. grandchild(ren) or grandchild(ren)-in-law; or
  - h. aunt(s) or uncle(s) or aunt(s)- or uncle(s)-in-law;
14. for treatment of any injury or illness sustained while the Covered Individual is not covered under the Plan;
15. for replacement or repair of a lost, missing or stolen dental device or appliance;
16. for splinting procedures for the stabilization of teeth;
17. for any service or supply which is not furnished by a dentist, except:
  - a. a service performed by a dental hygienist working under supervision of a dentist; and
  - b. x-rays ordered by a dentist;
18. for sealants at age thirteen (13) or above, oral hygiene instruction, a plaque control program or dietary instruction;

19. for replacement of any prosthetic appliance, crown, inlay or onlay restoration or fixed bridge unless:
  - a. required because of accidental bodily injury which a Covered Individual sustains while covered under the Plan;  
or
  - b. the item is unserviceable and placement occurred at least five (5) years prior to replacement;

**Note:** The Plan will always pay secondary if accident benefits are also payable under a medical plan.
20. for initial placement of partial or full removable denture or fixed bridge to replace congenitally missing or one or more natural teeth which were extracted prior to the date the Covered Individual became covered. However, this exclusion will not apply if the denture or bridge also replaces a natural tooth that is extracted while the Covered Individual is covered under the Plan;
21. temporary, interim and provisional appliances or supplies including crowns, pontics, inlays, onlays and dentures;
22. for treatment of dysfunction of the temporomandibular joint (TMJ);
23. for orthodontic services;
24. for occlusal adjustments if the Covered Individual is not in active periodontal treatment;
25. for inpatient and outpatient facilities;
26. for desensitizing medicaments, non-parenteral therapeutic or other drugs and associated charges used for the delivery of these services;
27. for osseous and soft tissue grafts and tissue regeneration membranes on previous extraction sites;
28. for application of chemotherapeutic antimicrobial agents;
29. for office visits on the same day a service is performed;
30. for procedures not completed;
31. for any service being provided by more than one (1) dentist;
32. for services which do not have a favorable prognosis;
33. services requiring specialized construction where alternative benefits are available, including but not limited to coping, precision or semi-precision attachments and modification of removable prosthesis;
34. for procedures to alter vertical dimension or restore occlusion;
35. for photos, bite analysis or registration, home preventive supplies or devices, athletic mouth guards, sterilization or infection control, irrigation or consultations;
36. for cone beam craniofacial data capture including two and three dimensional image reconstruction;
37. for a Covered Individual where IEBP's Plan is secondary to a Dental Maintenance Organization (DMO);
38. for claims submitted by the employee or provider more than twelve (12) months from the date the expense was incurred, unless it was not reasonably possible to furnish the information within the filing deadline as determined by IEBP, or within ninety (90) days after a non-compensable claim decision is made by the Employer's workers' compensation carrier or by the Workers' Compensation Division of the Texas Department of Insurance. Determination of reasonably possible is at the sole discretion of IEBP;
39. for services associated with the completion of risk assessments;
40. for charges incurred as a result of travel outside of the United States or its territories specifically to receive dental treatment, unless otherwise specifically covered under the Plan;
41. for diagnostic casts;
42. for sealant repairs; or
43. for any services not listed as a covered dental procedure.

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## Dates of Eligibility and Coverage

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### Enrollment Requirements

The names, social security numbers, genders, and birth dates of all persons in a family enrolling in the Plan will be provided to IEBP on an enrollment form or a change form signed and dated by the employee and Employer and received by IEBP. Appropriate supporting documentation may be required.

### Employee

To receive coverage, IEBP must receive enrollment information within thirty-one (31) days of the commencement of employment regardless if the Employer has a waiting or a waiting and orientation period. If an employee is not enrolled within thirty-one (31) days of hire, the employee cannot be added to the Plan until the next Open Enrollment period or a qualifying event occurs. Upon timely enrollment, coverage will begin the **later** of:

1. the date you became an Active Employee working at least twenty (20) hours per week; or
2. the date you complete any waiting period established by your Employer.

Employees must be enrolled within the initial enrollment period, a qualifying event or wait until the next Open Enrollment period. During the Open Enrollment period, changes in enrollment may occur without a qualifying event. Coverage will become effective on the date of the qualifying event.

If the new hire employee enrollment information and/or the Open Enrollment information is not received by IEBP within the designated plan document guidelines, the employee may not be enrolled. A late enrollment will only be eligible coverage during the Plan's annual Open Enrollment, within thirty-one (31) days of a qualifying event, **or if initial enrollment occurs and is received by IEBP between thirty-one (31) days, or sixty (60) working days after commencement of employment if the Employer has 100% participation in the IEBP Plan and pays 100% of the Employee's cost of coverage.** The Employer is required to provide the health insurance marketplace notice to each new hire within fourteen days (14) of hire and annually during Open Enrollment.

IEBP will exempt the following employees from the 100% participation requirement:

1. If an individual is hired to work for a political subdivision and can provide the Employer with documentation of benefits from prior employment due to retirement;
2. An employee who is accessing a parental healthcare plan to the attained age of twenty-six (26);
3. Employee chooses to be covered under the spouse's healthcare plan in place of the IEBP Plan;
4. An employee or employee's spouse accessing the TRICARE plan (Employer provided financial incentive is disallowed);
5. An employee who chooses to be on a Medicare plan with NO financial incentive;
6. An employee who accesses the coverage offered to tribal members;
7. An employee who accesses another plan due to Full Time Equivalency status with two Employers (30 hours a week, 130 hours a month or 120 seasonal days a year).

Your coverage will start on the date you become eligible.

### Retiree

1. To receive coverage, IEBP must receive the enrollment information within thirty-one (31) days of the commencement of your retirement. If you enroll, coverage will begin the date you become a Retiree.
2. Upon retirement, if the Covered Individual enrolls in COBRA Continuation of Coverage the Retiree Dental Benefit will not be an option at the termination of COBRA Continuation of Coverage.
3. Retiree Pool coverage is terminated upon Medicare eligibility age sixty-five (65).

### **Dependent**

Existing eligible dependents must enroll and IEBP must receive an enrollment form within thirty-one (31) days of the commencement of your employment. Dependents acquired after your eligibility date must be enrolled within thirty-one (31) days of the date acquired or within sixty (60) days of the birth or adoption or placement for adoption of a child. Your dependents will be eligible for dependent coverage on the **later** of:

1. the date you become covered; or
2. the date a dependent is added.

Back-dated and retroactive requests are not acceptable. Dependent coverage cannot be effective before the date employee coverage is effective.

Please refer to the definition of dependent in the definitions section of the booklet to determine who is eligible for dependent coverage.

If IEBP does not receive the dependent information within the designated eligibility timeline specified, but the Employer provides IEBP with payroll documentation that contributions were deducted from the employee's paycheck appropriately, then IEBP will enroll the dependent per the payroll documentation.

IEBP may, in its discretion, request written proof of the eligibility of any dependent, including but not limited to, written proof that a spouse or natural child is an eligible dependent. These requests are to verify eligibility and to determine if the Plan is primary or secondary. Proof of a properly filed declaration of informal marriage will be necessary for an informal marriage to be recognized by the Plan.

### **Active Duty Reservists**

If covered by the Plan as an employee at the time of call to active duty, active duty reservists or guard members and their covered dependents can maintain eligibility on the Plan for up to twenty-four (24) months as prescribed by and subject to the terms and conditions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). The date on which the person's absence begins is the qualifying event for COBRA Continuation of Coverage to be offered to the reservist or guard member.

If a fire fighter or police officer is called to active duty for any period, the employing municipality must continue to maintain any health, dental or life coverage received on the date the fire fighter or police officer was called to active military duty until the municipality receives written instructions from the fire fighter or police officer to change or discontinue the coverage. Such instruction shall be provided no later than sixty (60) days following the Qualifying Event. If no such instruction is given, then coverage will terminate on the sixty-first (61<sup>st</sup>) day, which shall then become the Qualifying Event for COBRA Continuation of Coverage purposes. Eligibility will meet or exceed requirements of USERRA and/or regulatory compliance.

In administering this coverage, IEBP will follow the time guidelines of COBRA Continuation of Coverage under 42 U.S.C.A. 300bb-1 *et seq.* To qualify for this coverage, the employee must give written notice to the Employer within sixty (60) days of the qualifying event. The Employer must notify IEBP that an employee has been called to active duty and submit a copy of the Employer's Active Reservist Policy.

Under 38 USCA § 4316, an employee who is called for military leave may have rights to COBRA Continuation of Coverage for up to twenty-four (24) months and a right to reemployment once he/she is discharged from active military service.

If the employee will be on active duty for thirty-one (31) days or less, the Employer will keep the employee on the Plan with no change in coverage. If the employee will be on active duty for more than thirty-one (31) days, the Employer will notify IEBP of the qualifying event and submit a copy of the employee's written order for call to duty.

If IEBP administers COBRA Continuation of Coverage, the Employer must notify IEBP by sending a Qualifying Event Notice and mark the qualifying event "Called to Active Duty" and attach a copy of the employee's written order for the call to duty.

If the Employer administers their own COBRA Continuation of Coverage, the Employer must notify IEBP of the termination if call to active duty is more than thirty-one (31) days. The Employer is responsible for all required notices.

Section 143.072, Texas Local Government Code may require an Employer to “continue to maintain” coverage on a police officer or fire fighter while he/she is on military leave if the Employer has adopted civil service requirements and the leave has been approved by the Fire Fighters’ and Police Officers’ Civil Service Commission. This section only applies if the Employer meets the requirements of Chapter 143 of that Code, including having a population of 10,000 or more and voted to adopt the applicable provisions of the law.

For the employee nineteen (19) years of age or older to return to the Employer’s Plan and continue their benefits with no waiting period the employee must return to work within the time period required by state and federal law for such return.

The additional 2% of contribution is not charged for an employee called to active duty.

### **Newborn Children**

If you acquire a newborn child, an enrollment form for the newborn for dependent coverage must be completed and received by IEBP within sixty (60) days of the birth. Coverage for the newborn will be effective on the date of the birth. The fact that you have other dependent children or a spouse covered does not automatically extend coverage to a newborn.

### **Enrollment**

1. You have the opportunity to enroll for coverage under the Plan: during the Plan’s annual Open Enrollment;
2. within thirty-one (31) days of a qualifying event;
3. within sixty (60) days of the birth or adoption or placement for adoption of a child;
4. if initial or Open Enrollment occurs and eligibility information is received by IEBP between thirty-two (32) days and sixty (60) days after commencement of employment, the Employer must maintain 100% participation in IEBP Plan and the Employer must pay 100% of the employee’s cost of coverage; or
5. if an employee who is eligible, but not enrolled, for coverage under the terms of the Plan (or a dependent of such an employee if the dependent is eligible, but not enrolled for coverage under such terms) enrolls for coverage under the terms of the Plan within sixty (60) days of loss of coverage, due to loss of eligibility, under Medicaid or a State Children’s Health Insurance Program (SCHIP).

### **Qualifying Event/Special Enrollment**

During the plan year, certain qualifying events will permit an employee to add a dependent(s) other than during Open Enrollment. Documentation must be submitted with enrollment paperwork.

These qualifying events are as follows:

1. marriage;
2. within sixty (60) days of the birth, adoption or placement for adoption of a child;
3. loss of coverage, due to loss of eligibility, under Medicaid or SCHIP;
4. becoming eligible for group health payment assistance through Medicaid or SCHIP;
5. loss of coverage due to termination of a spouse’s employment;
6. loss of coverage because your spouse changes from full-time to part-time employment
7. loss of coverage because your spouse takes an unpaid leave of absence;
8. loss of coverage because a dependent no longer meets the Patient Protection and Affordability Act’s definition of a full time equivalent employee: thirty (30) hours a week, one hundred thirty (130) hours a month and/or one hundred twenty (120) seasonal days a year for Employers with fifty (50) or more employees; or
9. significant change (10% or more) in the benefit coverage of your spouse’s health plan.

Employees must enroll the eligible dependent(s) within thirty-one (31) days of the qualifying event (sixty (60) days if the qualifying event is the birth or adoption of a child or the loss of coverage under Medicaid or SCHIP) or wait until the next Open Enrollment period.

### **Other Issues Affecting Eligibility and Coverage**

**Changes Requiring Notification.** The following events may affect dependent coverage. You are required to notify IEBP within thirty-one (31) days of the below events:

1. marriage;
2. sixty (60) days of the birth or adoption or placement for adoption of a child;
3. divorce of the covered employee; or
4. death of the covered employee.

You must notify your Employer if you wish to voluntarily drop dependent coverage. Any drop of a dependent regardless of whether the coverage is paid for pursuant to pre-tax or post-tax payroll deduction will only be allowed following a qualifying event as prescribed by the Internal Revenue Service regulations and on these conditions:

1. any change in coverage must be consistent with the qualifying event; and
2. IEBP is notified in writing within thirty-one (31) calendar days of the event.

Once a dependent has been dropped, he or she cannot be added to the Plan until the next Open Enrollment period or a qualifying event occurs. Forms for reporting these changes are available from your Employer.

**Mentally or Physically Handicapped Children.** If a child of a Covered Individual attains the age of twenty-six (26) (at which time coverage would normally terminate) but the child is mentally or physically incapable of supporting themselves and primarily dependent upon you for support, coverage may be continued. You must submit satisfactory proof of the child's incapacity to IEBP within thirty-one (31) days of the date the child attains the age of twenty-six (26). Coverage may continue for such child as long as the incapacity continues, subject to payment of the required contribution and all other terms of the Plan.

IEBP may require satisfactory proof of the continued incapacity documented as a disability by the Social Security Administration (SSA). IEBP may have a physician examine the child or may request proof to confirm the incapacity, but not more often than once a year. If you fail to submit proof when reasonably required or refuse to allow IEBP to have the child examined, then coverage for the child will terminate.

**Special Provision for New Groups Only.** If your group had prior dental coverage immediately before joining IEBP, all members of your family who were covered under the dental plan are subject to the following provision:

- ▶ the calendar year deductible required under IEBP's Plan will be reduced by the amount of deductible applied to your prior plan this calendar year with appropriate documentation.

## Required New Hire and Qualifying Event Benefit Eligibility Documentation

The most updated form is located online at [www.iebp.org](http://www.iebp.org). Login, select "My Tools" > "MyBenefits onDemand" > "Eligibility & Enrollment" > "Eligibility Requirements".

### Active Employee/Continuation of Coverage Participant and Dependent Eligibility Checklist Form

Place an (x) in valid eligibility boxes.

**STEP I** Employee/Continuation of Coverage  
 Participant Name (first, last): \_\_\_\_\_ Employer Name: \_\_\_\_\_  
 Social Security #/Subscriber ID #: \_\_\_\_\_ Group #: \_\_\_\_\_

**STEP II:** To receive coverage, IEBP must receive enrollment information within thirty-one (31) days of the commencement of employment regardless if the Employer has a waiting or a waiting and orientation period. If an employee is not enrolled within thirty-one (31) days of hire, the employee cannot be added to the Plan until the next Open Enrollment period or a qualifying event occurs.

Event	Deadline for Documentation	Event	Deadline for Documentation
<input type="checkbox"/> New Hire	within 60 days of Date of Hire	<input type="checkbox"/> Annual Open Enrollment - Based on Group Anniversary	within 60 days of New Plan Year Effective Date
<input type="checkbox"/> Initial Enrollment - New Group	within 60 days of the New Groups Effective Date	<input type="checkbox"/> Qualifying Event	within 60 days of the Qualifying Event
<input type="checkbox"/> COC (Continuation of Coverage) Enrollment		<input type="checkbox"/> Birth of a Child	within 60 days of Birth

**STEP III**  Employee/Continuation of Coverage Participant Only Coverage  Employee/Continuation of Coverage Participant + Dependent Coverage

Dependent Documentation Requirements for Benefits Enrollment, Change, and Termination; Adding Dependent Coverage - A Social Security Number is required for all dependents covered under the group medical, dental &/or vision plan.	
STEP IV Dependent	STEP V Supporting Documentation (required for dependent eligibility)
<input type="checkbox"/> Spouse	<input type="checkbox"/> Marriage Certificate, <u>or</u> Certificate of Informal Marriage (issued by county clerk's office) <u>or</u> Joint Tax Return
<input type="checkbox"/> Natural Child - to attained age 26	<input type="checkbox"/> Birth Certificate
<input type="checkbox"/> Step Child - to attained age 26	<input type="checkbox"/> Birth Certificate <input type="checkbox"/> PLUS Marriage Certificate, <u>or</u> Joint Tax Return, <u>or</u> Certificate of Informal Marriage (issued by county clerk's office) (verification that the Employee is married to the child(ren's) parent)
<input type="checkbox"/> Adopted Child - to attained age 26	<input type="checkbox"/> PLUS Divorce Decree (signed by Judge), <u>or</u> Custodial Orders (signed by Judge), <u>or</u> Attorney General (AG) Orders to determine who is ordered to carry coverage on child(ren) for claims purposes
<input type="checkbox"/> Foster Child - to attained age 26	<input type="checkbox"/> Birth Certificate and Court Issued Adoption Documents
<input type="checkbox"/> Other Child - to attained age 26	<input type="checkbox"/> Birth Certificate and Court Issued Foster Documents
<input type="checkbox"/> Grandchild - to attained age 26	<input type="checkbox"/> Birth Certificate and Legal Guardianship/Conservatorship Documents (signed by Judge)
<input type="checkbox"/> Incapacitated Child	<input type="checkbox"/> Birth Certificate, Tax Records, and/or Legal Guardianship/Conservatorship Documents (signed by Judge)
	<input type="checkbox"/> Birth Certificate and Social Security Disability Document
STEP VI Qualifying Event	STEP VII Supporting Documentation (copies acceptable)
<input type="checkbox"/> Divorce - Drop spouse and their child(ren)	<input type="checkbox"/> Divorce Decree (finalized, signed by Judge)
<input type="checkbox"/> Court Ordered Coverage/Benefits - Add Dependent Child(ren)	<input type="checkbox"/> Birth Certificate and Divorce Decree (signed by Judge), <u>or</u> Custodial Orders (signed by Judge), <u>or</u> Attorney General Order
<input type="checkbox"/> Court Order Expires - Drop Dependent Child(ren)	<input type="checkbox"/> Attorney General Order (if an AG order is on file with IEBP we must have a new order from AG office indicating child(ren) may be dropped), <u>or</u> Divorce Decree (signed by Judge), <u>or</u> Custodial Orders (signed by Judge)
<input type="checkbox"/> Ineligibility under Medicaid or SCHIP - Add Dependent Child(ren)	<input type="checkbox"/> Copy of ineligibility letter with effective date from Medicaid or SCHIP <input type="checkbox"/> PLUS appropriate dependent child documentation listed above
<input type="checkbox"/> Eligibility for Medicaid - Drop Spouse &/or Dependent Child(ren)	<input type="checkbox"/> Copy of eligibility letter with effective date from Medicaid
<input type="checkbox"/> Eligibility for Medicare - Drop Spouse	<input type="checkbox"/> Copy of eligibility letter (or Medicare Card) with effective date from Medicare
<input type="checkbox"/> Eligibility for Other Coverage - Regulated by the IRS	<input type="checkbox"/> Letter from Other Health Plan verifying enrollment
<input type="checkbox"/> Spouse Job Status Change - full time to part time, unpaid leave of absence, termination of employment, significant change (10% or more) in the benefit coverage of your spouse's health plan - Add Spouse & Dependent Child(ren)	<input type="checkbox"/> Documentation from their Employer of the change with effective date <input type="checkbox"/> PLUS Marriage Certificate, <u>or</u> Certificate of Informal Marriage (issued by county clerk's office), <u>or</u> Joint Tax Return and appropriate child documentation listed above

**STEP VIII** TML MultiState Intergovernmental Employee Benefits Pool (IEBP) reserves the right to request proof of required eligibility documentation. The undersigned Employee affirms that (1) he or she is/was employed an average of at least 20 hours a week by the Employer; (2) all legal relationship(s) of a spouse and/or dependent enrolled in the Plan are based in fact and correctly represented; and (3) to the best of the Employee's knowledge, the supporting documentation of such relationship(s) are true and correct copies of what the documents purport to be and unaltered from the original source. Employee acknowledges that the enrollment form is a governmental record, and that misrepresentation of information in the enrollment form might be considered to be a felony. Employee also agrees that should coverage of a spouse and/or dependent be rescinded within federal requirements, Employee will reimburse IEBP for the amount of claims paid by IEBP for the coverage period rescinded.

**STEP IX** Employee/Continuation of Coverage Participant: \_\_\_\_\_ Date: \_\_\_\_\_  
 Employer: \_\_\_\_\_ Date: \_\_\_\_\_

Form completed accurately, proof of supporting documentation has not been obtained.

The most updated form is located online at [www.iebp.org](http://www.iebp.org). Login, select "My Tools" > "MyBenefits onDemand" > "Eligibility & Enrollment" > "Eligibility Requirements".

**Pre Sixty-five Retiree and Dependent Eligibility Checklist Form**

Retiree Pool coverage is terminated upon Medicare eligibility age sixty-five (65).  
Once a Retiree moves to Continuation of Coverage and Continuation of Coverage terminates, the Retiree is not eligible for the IEBP Retiree benefits.

Place an (x) in valid eligibility boxes.

STEP I Pre Sixty-five Retiree Name (first, last): \_\_\_\_\_ Social Security #/Subscriber ID #: \_\_\_\_\_

Group #: \_\_\_\_\_

STEP II

Event	Deadline for Documentation	Event	Deadline for Documentation
<input type="checkbox"/> Retirement	within 31 days of commencement of retirement; IEBP will require qualifying definition of a benefit eligible Retiree from the Employer	<input type="checkbox"/> Annual Open Enrollment - Based on Group Anniversary	within 60 days of New Plan Year Effective Date
<input type="checkbox"/> Initial Enrollment - New Group	within 60 days of the New Groups Effective Date	<input type="checkbox"/> Qualifying Event	within 60 days of the Qualifying Event
		<input type="checkbox"/> Birth of a Child	within 60 days of Birth

STEP III  Retiree Only Coverage  Retiree + Dependent Coverage

Dependent Documentation Requirements for Benefits Enrollment, Change, and Termination; Adding Dependent Coverage - A Social Security Number is required for all dependents covered under the group medical, dental &/or vision plan.	
STEP IV Dependent	STEP V Supporting Documentation (required for dependent eligibility)
<input type="checkbox"/> Spouse	<input type="checkbox"/> Marriage Certificate, <u>or</u> Certificate of Informal Marriage (issued by county clerk's office) <u>or</u> Joint Tax Return
<input type="checkbox"/> Natural Child - to attained age 26	<input type="checkbox"/> Birth Certificate
<input type="checkbox"/> Step Child - to attained age 26	<input type="checkbox"/> Birth Certificate <input type="checkbox"/> PLUS Marriage Certificate, <u>or</u> Joint Tax Return, <u>or</u> Certificate of Informal Marriage (issued by county clerk's office) (verification that the Employee is married to the child(ren)'s parent) <input type="checkbox"/> PLUS Divorce Decree (signed by Judge), <u>or</u> Custodial Orders (signed by Judge), <u>or</u> Attorney General (AG) Orders to determine who is ordered to carry coverage on child(ren) for claims purposes
<input type="checkbox"/> Adopted Child - to attained age 26	<input type="checkbox"/> Birth Certificate and Court Issued Adoption Documents
<input type="checkbox"/> Foster Child - to attained age 26	<input type="checkbox"/> Birth Certificate and Court Issued Foster Documents
<input type="checkbox"/> Other Child - to attained age 26	<input type="checkbox"/> Birth Certificate and Legal Guardianship/Conservatorship Documents (signed by Judge)
<input type="checkbox"/> Grandchild - to attained age 26	<input type="checkbox"/> Birth Certificate, Tax Records, and/or Legal Guardianship/Conservatorship Documents (signed by Judge)
<input type="checkbox"/> Incapacitated Child	<input type="checkbox"/> Birth Certificate and Social Security Disability Document
STEP VI Qualifying Event	STEP VII Supporting Documentation (copies acceptable)
<input type="checkbox"/> Divorce - Drop spouse and their child(ren)	<input type="checkbox"/> Divorce Decree (finalized, signed by Judge)
<input type="checkbox"/> Court Ordered Coverage/Benefits - Add Dependent Child(ren)	<input type="checkbox"/> Birth Certificate and Divorce Decree (signed by Judge), <u>or</u> Custodial Orders (signed by Judge), <u>or</u> Attorney General Order
<input type="checkbox"/> Court Order Expires - Drop Dependent Child(ren)	<input type="checkbox"/> Attorney General Order (if an AG order is on file with IEBP we must have a new order from AG office indicating child(ren) may be dropped), <u>or</u> Divorce Decree (signed by Judge), <u>or</u> Custodial Orders (signed by Judge)
<input type="checkbox"/> Ineligibility under Medicaid or SCHIP - Add Dependent Child(ren)	<input type="checkbox"/> Copy of ineligibility letter with effective date from Medicaid or SCHIP <input type="checkbox"/> PLUS appropriate dependent child documentation listed above
<input type="checkbox"/> Eligibility for Medicaid - Drop Spouse &/or Dependent Child(ren)	<input type="checkbox"/> Copy of eligibility letter with effective date from Medicaid
<input type="checkbox"/> Eligibility for Medicare - Drop Spouse	<input type="checkbox"/> Copy of eligibility letter (or Medicare Card) with effective date from Medicare
<input type="checkbox"/> Eligibility for Other Coverage - Regulated by the IRS	<input type="checkbox"/> Letter from Other Health Plan verifying enrollment
<input type="checkbox"/> Spouse Job Status Change - full time to part time, unpaid leave of absence, termination of employment, significant change (10% or more) in the benefit coverage of your spouse's health plan - Add Spouse & Dependent Child(ren)	<input type="checkbox"/> Documentation from their Employer of the change with effective date <input type="checkbox"/> PLUS Marriage Certificate, <u>or</u> Certificate of Informal Marriage (issued by county clerk's office), <u>or</u> Joint Tax Return and appropriate child documentation listed above

STEP VIII TML MultiState Intergovernmental Employee Benefits Pool (IEBP) reserves the right to request proof of required eligibility documentation. The undersigned Retiree affirms that (1) he or she meets the definition of a Retiree as defined by the Employer; (2) all legal relationship(s) of a spouse and/or dependent enrolled in the Plan are based in fact and correctly represented; and (3) to the best of the Retiree's knowledge, the supporting documentation of such relationship(s) are true and correct copies of what the documents purport to be and unaltered from the original source. Retiree acknowledges that the enrollment form is a governmental record, and that misrepresentation of information in the enrollment form might be considered to be a felony. Retiree also agrees that should coverage of a spouse and/or dependent be rescinded within federal requirements, Retiree will reimburse IEBP for the amount of claims paid by IEBP for the coverage period rescinded.

STEP IX Retiree: \_\_\_\_\_ Date: \_\_\_\_\_

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## Termination Date of Coverage

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This is an incurrence of expense plan that excludes payment for any service of any type incurred after coverage ends.

### Rescission of Coverage

Rescission of coverage is the cancellation or discontinuance of coverage retroactive to a previous date. For example, cancellation of an individual's coverage back to the effective date because the individual did not meet the eligibility requirements of the Plan is a rescission.

The Plan will not rescind an individual's or Employer's coverage except in the case of fraud, intentional misrepresentation of material fact or failure to pay for coverage. If the Plan does rescind coverage, IEBP will send a notice to affected individuals thirty (30) days prior to rescinding the coverage.

### Employee

Coverage will terminate on the **earliest** of:

1. the end of the month your employment terminates;
2. the end of the month in which you cease to be an Active Employee\*;
3. the end of the month in which you are no longer eligible for coverage;
4. the date the group benefit plan terminates coverage with the Employer; or
5. the date your Employer is no longer participating under the Plan.

*\*Exception: An Employer should have an official written policy on extended leave without pay and continuing dental care coverage on file with IEBP at the beginning of the plan year. In these cases, IEBP will honor the Employer's policy up to the maximums set forth by IEBP's Board of Trustees. Please check with your Employer to determine if an extension of coverage is available in your particular situation or if the Family and Medical Leave Act of 1993 (P.L. 103-3) applies.*

### Employee Dependent

Coverage will terminate on the **earliest** of:

1. the end of the month the Covered Individual's employment terminates, if contributions are paid, or the date the Covered Individual ceases to be an Active Employee;
2. the end of the month a dependent no longer meets the definition of dependent under the Plan;
3. the date the group benefit plan terminates coverage with the Employer;
4. the date the dependent becomes enrolled in Medicaid;
5. the end of the month in which a dependent child attains age twenty-six (26);
6. the date the Employer is no longer participating under the Plan; or
7. the end of the month dependent coverage is voluntarily dropped pursuant to a qualifying event as prescribed by the Internal Revenue Service regulations provided IEBP receives written notice within thirty-one (31) days of the event.

Coverage for a dependent cannot extend beyond the date coverage for the Active Employee ends, unless required by Section 615.071 of Chapter 615 of the Government Code for survivors of certain employees described in Section 615.003 of the Chapter who are killed in the line of duty. Section 615.075(c) requires that the survivor must give the Employer notice of election to purchase coverage within 180 days of the decedent's death.

### Retiree

If Pool Retiree coverage is offered by the Employer, coverage will terminate on the **earliest** of:

1. the end of the month in which coverage is voluntarily dropped;
2. the end of the month in which the group benefit plan terminates coverage with the Employer; or
3. the end of the month in which your former Employer is no longer participating under the Plan.

### **Retiree Dependent**

If Pool Retiree coverage is offered by the Employer, coverage as a dependent will terminate on the **earliest** of:

1. the end of the month dependent coverage is voluntarily dropped;
2. the end of the month the Retiree is no longer eligible for coverage;
3. the end of the month a dependent no longer meets the definition of dependent under the Plan;
4. the date the group benefit plan terminates coverage with the former Employer; or
5. the date the former Employer is no longer participating under the Plan.

Coverage for a dependent cannot extend beyond the date that coverage for the Retiree ends.

### **COBRA Continuation of Coverage**

Coverage will terminate on the **earliest** of:

1. the end of the month you voluntarily drop coverage;
2. the last day for which any required COBRA Continuation of Coverage contribution is made;
3. the date the required period of COBRA Continuation of Coverage expires;
4. the date you become covered under another group plan that does not reduce benefits due to a pre-existing condition; or
5. the date the former Employer no longer provides group dental coverage to any other employees.

Once a Retiree moves to COBRA Continuation of Coverage and COBRA Continuation of Coverage terminates, the Retiree is not eligible for IEBP Retiree benefits. Please refer to the COBRA Continuation of Coverage section of this booklet for more information.

COBRA Continuation of Coverage is the legal obligation of your Employer and not IEBP. Once your Employer terminates coverage, any notices of qualifying events should be sent to your Employer who has the responsibility to notify your COBRA Continuation of Coverage administrator.

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## COBRA Continuation of Coverage (COC) Rights

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### Introduction

You're getting this notice because you have recently gained coverage under a group health plan (the Plan). This notice contains important information about your right to COBRA Continuation of Coverage (COC), which is a temporary extension of coverage under the Plan. **This notice explains COBRA Continuation of Coverage, when it may become available to you and your family and what you need to do to protect the right to receive it.** When you become eligible for COBRA Continuation of Coverage, you may also become eligible for other coverage options that may cost less than COBRA Continuation of Coverage.

The right to COBRA Continuation of Coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA Continuation of Coverage can become available to you and other members of your family when your group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan booklet or contact TML MultiState IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

### You may have other options available to you when you lose group health coverage

For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out of pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

### What is COBRA Continuation of Coverage?

COBRA Continuation of Coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA Continuation of Coverage must be offered to each person who is a "qualified beneficiary." You, your spouse and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA Continuation of Coverage may be required to pay for coverage depending on the policy of your Employer.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of either one of the following qualifying events:

1. Your hours of employment are reduced; or
2. Your employment ends for any reason other than your gross misconduct.

If you're the spouse of the employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of any of the following qualifying events:

1. Your spouse dies;
2. Your spouse's hours of employment are reduced;
3. Your spouse's employment ends for any reason other than his or her gross misconduct;
4. Your spouse becomes entitled to Medicare benefits (under Part A, Part B and/or Part C); or
5. You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of any of the following qualifying events:

1. The parent-employee dies;
2. The parent-employee's hours of employment are reduced;
3. The parent-employee's employment ends for any reason other than his or her gross misconduct;
4. The parent-employee becomes entitled to Medicare benefits (Part A, Part B and/or Part C);
5. The parents become divorced or legally separated; or
6. The child stops being eligible for coverage under the Plan as a "dependent child."

Any decision of whether an Employee was terminated because of gross misconduct will be made by the Employer. The Employer may not change its decision on whether or not a termination was for gross misconduct later than the forty-fifth (45<sup>th</sup>) day after the date employment terminated or the date a COBRA Continuation of Coverage election notice was mailed to the employee, whichever is earlier. Any determination of gross misconduct shall be based on events that occurred prior to the termination of employment.

Sometimes, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your Employer, and that bankruptcy results in the loss of coverage for any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee's spouse, surviving spouse and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

Please note that COBRA Continuation of Coverage does not include any life benefits. If you had voluntary life coverage, you may convert it to an individual policy within thirty-one (31) days of your qualifying event. Contact your Employer's human resources office for more information and conversion forms.

### **When is COBRA Continuation of Coverage available?**

The Plan will offer COBRA Continuation of Coverage to qualified beneficiaries only after IEBP has been notified that a qualifying event has occurred. The Employer must notify IEBP of the following qualifying events:

1. The end of employment or reduction of hours of employment;
2. Death of the employee;
3. Commencement of a proceeding in bankruptcy with respect to the Employer; or
4. The employee's becoming entitled to Medicare benefits (under Part A, Part B and/or Part C).

### **You must give notice of some Qualifying Events**

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify IEBP within sixty (60) days after the qualifying event occurs. You must provide notice to: TML MultiState IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

### **How is COBRA Continuation of Coverage provided?**

Once IEBP receives notice that a qualifying event has occurred, COBRA Continuation of Coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA Continuation of Coverage. Covered employees may elect COBRA Continuation of Coverage on behalf of their spouses, and parents may elect COBRA Continuation of Coverage on behalf of their children.

COBRA Continuation of Coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (Part A, Part B and/or Part C), your divorce or legal separation or a dependent child's losing eligibility as a dependent child, COBRA Continuation of Coverage lasts for up to a total of thirty-six (36) months. When the qualifying event is the end of the employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than eighteen (18) months before the qualifying event, COBRA Continuation of Coverage for qualified beneficiaries other than the employee lasts until thirty-six (36) months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight (8) months before the date on which his employment terminates, COBRA Continuation of Coverage for his spouse and children can last up to thirty-six (36) months after the date of Medicare entitlement, which is equal to twenty-eight (28) months after the date of the qualifying event (thirty-six (36) months minus eight (8) months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA Continuation of Coverage generally lasts for only up to a total of eighteen (18) months. There are three (3) ways in which this eighteen (18) month period of COBRA Continuation of Coverage can be extended.

### **Active Duty Reservists extension of COBRA Continuation of Coverage**

If covered by the Plan as an employee at the time of call to active duty, active duty reservists or guard members and their covered dependents can maintain eligibility on the Plan for up to twenty-four (24) months as prescribed by and subject to the terms and conditions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). The date on which the person's absence begins is the qualifying event for COBRA Continuation of Coverage (COC) to be offered to the reservist or guard member.

If a fire fighter or police officer is called to active duty for any period, the Employer must continue to maintain any health, dental, or life coverage received on the date the fire fighter or police officer was called to active military duty until the Employer receives written instructions from the fire fighter or police officer to change or discontinue the coverage. Such instruction shall be provided no later than sixty (60) days following the Qualifying Event. If no such instruction is given, then coverage will terminate on the sixty-first (61<sup>st</sup>) day, which shall then become the Qualifying Event for COBRA Continuation of Coverage purposes. Eligibility will meet or exceed requirements of USERRA and/or regulatory compliance.

In administering this coverage, IEBP will follow the time guidelines of COBRA Continuation of Coverage under 42 U.S.C.A.300bb-1 *et seq.* To qualify for this coverage, the employee must give written notice to the Employer within sixty (60) days of the qualifying event. The Employer member must notify IEBP that an employee has been called to active duty and submit a copy of the Employer member's active reservist policy to IEBP.

### **Disability extension of COBRA Continuation of Coverage**

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify IEBP within sixty (60) days of that determination, you and your entire family may be entitled to receive up to an additional eleven (11) months of COBRA Continuation of Coverage for a total maximum of twenty-nine (29) months. The disability must start at some time before the sixtieth (60<sup>th</sup>) day of COBRA Continuation of Coverage and must last at least until the end of the eighteen (18) or twenty-four (24) month period of COBRA Continuation of Coverage. You may contact TML MultiState IEBP about a disability determination at 1820 Rutherford Lane, Suite #300, Austin, Texas 78754 or by telephone (800) 282-5385.

### **Second Qualifying Event extension of COBRA Continuation of Coverage**

If your family experiences another qualifying event while receiving eighteen (18) or twenty-four (24) months of COBRA Continuation of Coverage, the spouse and dependent children in your family can get up to eighteen (18) additional months of COBRA Continuation of Coverage, for a maximum of thirty-six (36) months, if IEBP is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA Continuation of Coverage if the employee or former employee dies, becomes entitled to Medicare benefits (Part A, Part B and/or Part C) gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child. This extension is available only if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

### **Are there other coverage options besides COBRA Continuation of Coverage?**

Yes. Instead of enrolling in COBRA Continuation of Coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA Continuation of Coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

### **Adding Dependents**

If you are a COBRA Continuation of Coverage participant, you have the same rights to add dependents to your COBRA Continuation of Coverage as an active covered employee. For example, you may add dependents to your COBRA Continuation of Coverage within thirty-one (31) days of marriage or sixty (60) days of the birth, adoption or placement for adoption of a child. Also, you may add dependents to your COBRA Continuation of Coverage during your Employer's Open Enrollment. However, these dependents who were not covered under the Plan before your qualifying event occurred are not qualified beneficiaries and do not have individual COBRA Continuation of Coverage rights, except for children added within sixty (60) days of birth, adoption or placement for adoption. Children added to your COBRA Continuation of Coverage within sixty (60) days of birth, adoption or placement for adoption are qualified beneficiaries and have their own COBRA Continuation of Coverage rights.

**If you have questions**

Questions concerning your Plan or your COBRA Continuation of Coverage rights should be addressed to the contact or contacts identified below. State and local government employees seeking more information about their rights under COBRA Continuation of Coverage, the Health Insurance Portability and Accountability Act (HIPAA) and other laws affecting group health plans, can contact the U.S. Department of Health and Human Services’ Centers for Medicare and Medicaid Services at:

- ▶ [http://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra\\_fact\\_sheet.html](http://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra_fact_sheet.html); or
- ▶ <http://www.cms.gov/CCIIO/Resources/Forms-Reports-and-Other-Resources/index.html#COBRA>

**Keep Your Plan Informed of Address Changes**

In order to protect your family’s rights, you should keep IEBP informed of any changes in addresses of family members. You should also keep a copy, for your records, of any notices you send to your Employer and IEBP.

Resource	Contact Information	Accessible Hours
TML MultiState Intergovernmental Employee Benefits Pool (IEBP)	1821 Rutherford Lane, Suite 300   Austin, Texas 78754 PO Box 149190   Austin, Texas 78714-9190	
Customer Care Helpline:	(800) 282-5385	8:30 AM - 5:00 PM Central
Secured Customer Care E-mail:	Visit <a href="http://www.iebp.org">www.iebp.org</a>   click on the “Login” button   click on “Online Customer Care” under the “My Tools” menu   click on “Send a Secure Email”	8:30 AM - 5:00 PM Central
Provider Benefit Information Portal: Provider information can be found under the Provider Services menu. Member specific information such as Eligibility, Claims, Summary of Benefits and Coverage, Provider Coding Guidelines, Medication Therapy Management Guide, Member Rights and Responsibilities, Provider/Member Appeal Rights and IEBP Quality Improvement Plan information is also available.	Visit <a href="http://www.iebp.org">www.iebp.org</a>   to register, click on the “Sign Up” link under the provider section   to login, click on the “Login” button at the top right hand side of the screen	
TML MultiState IEBP Internet Website:	<a href="http://www.iebp.org">www.iebp.org</a>	Twenty-four (24) hrs
MyIEBP Mobile Access:	iPhone—App Store, Droid—Google Play, All other Phones— <a href="http://www.iebp.org">www.iebp.org</a>	Twenty-four (24) hrs
Information on how IEBP evaluates new technology for inclusion as a covered benefit:	Visit <a href="http://www.iebp.org">www.iebp.org</a>   click on “About Us”   click on “Technology”	
Spanish Line:	(800) 385-9952	

## **Non-Duplication of Benefits**

Once a claim or potential claim for benefits has been submitted and there are indications that another source of payment may exist, IEBP will request further information to confirm or deny the existence of other coverage. A claim is not considered to be complete until all the information needed by IEBP to make this determination has been received. IEBP has the authority to determine the form, content and timing of the submission of such information and to resolve any questions with regard to those requirements. This provision is designed to prevent the double payment of dental benefits for the same illness or injury and to manage the high cost of dental coverage by seeking reimbursement from other sources.

### **Integration of Benefits**

The Integration of Benefits (IOB) provision applies when a Covered Individual may receive dental benefits from more than one source. The benefits payable under the Plan will not exceed 100% of the Plan's allowable Eligible Benefit when combined with all other plans. For Medicare information, please refer to the Integration of Medicare section.

The Covered Individual may receive benefits under the Plan that will not exceed 100% of the Plan's allowable Eligible Benefit when combined with all other plans.

Example: Charge - \$100

- ▶ IEBP's allowable - \$100
- ▶ IEBP's normal liability - \$80
- ▶ Primary payer paid - \$75
- ▶ IEBP's liability as the secondary integrated payer would be \$5 (the balance between what we would have paid, if we were primary and what the primary carrier paid).

### **Application**

IEBP will determine which plan is primary and which plan is secondary. The other plan will always be primary if that plan has no coordination or integration provision. When the Plan is primary, it will pay benefits as if it were the only plan. When the Plan is secondary or the Covered Individual accesses benefits through Active Employee status elsewhere, it will pay a reduced benefit, which when added to the benefits paid by all other plans, will not exceed 100% of the total allowable benefit covered by the Plan. An itemized bill and an Explanation of Benefits (EOB) from the primary plan must be provided to the secondary plan to review for payment.

### **Definitions for the purpose of Integration of Benefits**

**Closed Panel Plan.** A plan that provides benefits primarily in the form of services through a panel of providers that have contracts with or are employed by the Plan, and excludes coverage for services provided by other providers, except in the case of emergency or referral by a panel member.

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

**The Plan.** The dental benefits provided by your Employer through IEBP.

**Other Plan means any of the following arrangements, which provides dental benefits or services:**

1. insurance or any arrangement of benefits for individuals or groups;
2. individual plans that offer dental coverage that qualifies as minimum essential coverage under 26 USC 5000A(f)(1). This would exclude limited reimbursement policies such as supplemental policies under 26 USC 5000A(f)(3);
3. prepayment coverage or any other coverage toward the cost of which any Employer makes contributions;
4. a labor-management plan, union welfare plan, Employer organization plan or employee organization plan;
5. any governmental program or coverage required to be provided by statute;
6. dependent ineligible Employer sponsored dental care benefit information; or
7. coverage for expenses due to accidental bodily injury or disease to the extent to which payment as a settlement, judgment or otherwise is made by any person or their insurers without regard to whether or not liability is admitted.

**Primary Plan.** A plan that pays Eligible Benefits without regard to the existence of any other Plans.

**Secondary Plan.** A plan that integrates payments so that the total payments from all plans shall not exceed 100% of the Plan’s allowable benefit

**Special Rules**

If both plans have a coordination or integration provision, the primary plan will be determined according to the following rules:

	IEBP Pays Primary when...	IEBP Pays Secondary when...
<b>Rule 1 - Non-Dependent/Dependent:</b> <ul style="list-style-type: none"> <li>The benefits of the plan that covers the Covered Individual as an Active Employee is primary to benefits accessed as a dependent.</li> </ul>	Active, pre sixty-five Retiree or former employee on COBRA Continuation of Coverage of IEBP Plan	IEBP will pay secondary to a spouse’s or dependent child’s Employer’s plan
<b>Rule 2a - Dependent Child/Parents, (natural or adoptive), are married or are living together, whether or not they have ever been married:</b> <ul style="list-style-type: none"> <li>The benefits of the plan of the parent whose birthday falls earlier in a Calendar Year are determined before those of the plan of the parent whose birthday falls later in that Calendar Year</li> <li>If both parents have the same birthday, the plan which has covered one parent for the longer period of time will be primary</li> </ul>	<ol style="list-style-type: none"> <li>Natural or adoptive parent is an employee of IEBP Plan and birthday falls earlier in the year; and</li> <li>If parents share the same birthday, IEBP Plan has covered the dependent child for the longest period of time</li> </ol>	<ol style="list-style-type: none"> <li>Natural or adoptive parent is an employee of IEBP Plan and birthday falls later in the year; and</li> <li>If parents share the same birthday IEBP Plan has covered the dependent child for the shortest period of time</li> </ol>
<b>2b - Dependent Child/Parents, (natural or adoptive), are divorced or separated or not living together, whether or not they have ever been married:</b> <ul style="list-style-type: none"> <li>Dependent child covered under both parents' group health plans. If a court decree states both parents have responsibility for the health care expenses or health care coverage: The benefits of the plan of the parent whose birthday falls earlier in a Calendar Year are determined before those of the plan of the parent whose birthday falls later in that Calendar Year;</li> <li>If both parents have the same birthday, the plan which has covered one parent for the longer period of time will be primary</li> </ul>	<ol style="list-style-type: none"> <li>Natural or adoptive parent is an employee of IEBP Plan and birthday falls earlier in the year; and</li> <li>If parents share the same birthday, IEBP Plan has covered the dependent child for the longest period of time</li> </ol>	<ol style="list-style-type: none"> <li>Natural or adoptive parent is an employee of IEBP Plan and birthday falls later in the year; and</li> <li>If parents share the same birthday IEBP Plan has covered the dependent child for the shortest period of time</li> </ol>
<b>2b - Dependent Child/Parents, (natural or adoptive), are divorced or separated or not living together, whether or not they have ever been married:</b> <ul style="list-style-type: none"> <li>If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, rule 2a will determine the order of benefits</li> </ul>	<ol style="list-style-type: none"> <li>Natural or adoptive parent is an employee of IEBP Plan and birthday falls earlier in the year; and</li> <li>If parents share the same birthday, IEBP Plan has covered the dependent child for the longest period of time</li> </ol>	<ol style="list-style-type: none"> <li>Natural or adoptive parent is an employee of IEBP Plan and birthday falls later in the year; and</li> <li>If parents share the same birthday IEBP Plan has covered the dependent child for the shortest period of time</li> </ol>
<b>2b - Dependent Child/Parents, (natural or adoptive), are divorced or separated or not living together, whether or not they have ever been married:</b> <ul style="list-style-type: none"> <li>Dependent child covered under both parents group health plans and if the court decree expires due to dependent child’s age, the order of benefits for the child are as follows:                             <ol style="list-style-type: none"> <li>The plan that has covered the Covered Individual for the longest period of time is primary</li> </ol> </li> </ul>	IEBP Plan has covered the dependent child for the longest period of time	IEBP Plan has covered the dependent child for the shortest period of time
<b>2b - Dependent Child/Parents, (natural or adoptive), are divorced or separated or not living together, whether or not they have ever been married:</b> <ul style="list-style-type: none"> <li>If there is no court decree allocating responsibility for the dependent child’s health care expenses or health care coverage, and the child is under the age of 19 years, the order of benefits for the child are as follows:                             <ol style="list-style-type: none"> <li>The plan covering the Custodial parent;</li> <li>The plan covering the spouse of the Custodial parent;</li> <li>The plan covering the non-custodial parent; and then</li> <li>The plan covering the spouse of the non-custodial parent</li> </ol> </li> </ul>	<ol style="list-style-type: none"> <li>Employee of IEBP Plan is the custodial parent; or</li> <li>Employee of IEBP Plan is the custodial step parent, (where custodial parent does not cover the dependent child); or</li> <li>Employee of IEBP Plan is the non-custodial parent, (where custodial parent or step parent do not cover the dependent child)</li> </ol>	<ol style="list-style-type: none"> <li>Employee of non-IEBP plan is either the custodial step parent, non-custodial parent or non-custodial step parent; or</li> <li>Employee of non-IEBP plan is either the non-custodial parent or non-custodial step parent; or</li> <li>Employee of non-IEBP plan is the non- custodial step parent</li> </ol>
<b>2b - If there is no court decree allocating responsibility for the dependent child’s health care expenses or health care coverage, and the dependent child attains the age of 19 years, the order of benefits for the child are as follows:</b> <ul style="list-style-type: none"> <li>The plan that has covered the dependent child for the longest period of time is primary</li> </ul>	IEBP Plan has covered the dependent child for the longest period of time	IEBP Plan has covered the dependent child for the shortest period of time

	IEBP Pays Primary when...	IEBP Pays Secondary when...
<p><b>2b - Individual covered as a dependent child under a natural, adoptive or step parent plan and also covered as a dependent under a spouse's plan. The order of benefits will be determined by the following:</b></p> <ul style="list-style-type: none"> <li>The plan that has covered the dependent child for the longest period of time is primary</li> </ul>	IEBP Plan has been in effect the longest period of time	IEBP Plan has been in effect for the shortest period of time
<p><b>Rule 3 - Active/Inactive Employee:</b></p> <ul style="list-style-type: none"> <li>The benefits of the plan that covers the Covered Individual as an Active Employee who is neither laid off nor retired are determined before those of a plan which covers that same person as laid off or retired employee. The same would hold true if the Covered Individual is a dependent of an Active Employee and that same person is a dependent of a Retiree or laid off employee. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of the benefits, this paragraph does not apply.</li> </ul>	IEBP Plan is the Active Employee Plan	IEBP Plan is the Retiree Plan (for the same person who is an Active Employee under another plan)
<p><b>Rule 4 - COBRA Continuation of Coverage:</b></p> <ul style="list-style-type: none"> <li>If a person has coverage provided under COBRA Continuation of Coverage pursuant to federal or state law and is also covered under another plan, the following shall be the order of benefit determination:                             <ol style="list-style-type: none"> <li>First, the benefits of a plan that covers the Covered Individual as an employee, a Member or a subscriber (or as a dependent of an employee, member or subscriber).</li> <li>Second, the benefits under the COBRA Continuation of Coverage.</li> </ol> </li> <li>This rule does not apply if rule 1 determines the order of benefits.</li> <li>If the other plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this paragraph does not apply</li> </ul>	IEBP Plan is the Active Employee Plan	IEBP Plan is the COBRA Continuation of Coverage Plan (for the same person who is an Active Employee under another plan)
<p><b>Rule 5:</b></p> <ul style="list-style-type: none"> <li>If none of the above rules determine the order of benefits, then the plan that has covered the Covered Individual for the longest period of time is primary</li> </ul>	IEBP Plan has covered the Covered Individual for the longest period of time	IEBP Plan has covered the Covered Individual for the shortest period of time

**Facility of Payment.** A payment made under another plan may include an amount that should have been paid under the Plan. If it does, the Plan will pay its full liability for services, and any overpayments received from another plan must be reimbursed directly back to the other plan.

**Recovery of Integration of Benefits (IOB) Overpayments.** If the amount of the payments made by the Plan for IOB administration is more than it should have paid under this IOB provision, it will recover the excess from one or more of the persons it has paid or for whom it has paid; or any other person or organization that may be responsible for the benefits or services provided for the Covered Individual. The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.

**Other Party Liability**

This section applies if you:

- are injured in an accident, regardless of who is at fault;
- become ill, through the act or omission of another person, company or business and recover money from any source, you must reimburse IEBP for the benefits provided by the Plan whether or not the third party has admitted liability; or
- For injuries from accidents on or after January 1, 2014, IEBP shall be subject to Chapter 140 of the Texas Civil Practices & Remedies Code.

**Contractual Right of Reimbursement.** If a Covered Individual:

- is injured in an accident, regardless of who is at fault; or
- becomes ill through the act or omission of another person, the Plan shall provide benefits on the condition that the Covered Individual cooperates with IEBP, its agents, subcontractors and attorneys by:
  - providing notification of any accidental injury or illness which may involve another individual, business or insurance company;
  - providing any information requested that is associated with the injury or illness; and
  - filing any claim documentation with an insurance carrier or third party as requested by IEBP.

In addition, the Covered Individual specifically delegates to IEBP the right to make a claim or assert a cause of action on the Covered Individual's behalf against any source of recoveries, and assigns to IEBP the right to any proceeds from the claim or cause of action.

"Source of recovery" shall include, but not be limited to:

1. any third party;
2. any liability or other insurance covering the third party;
3. uninsured motorist, underinsured motorist, no-fault, or dental payments which are paid or payable of a non-immediate family member; or
4. any other responsible party. IEBP may seek direct reimbursement for benefit coverage from any source of recovery.

By enrolling in the Plan, the Covered Individual agrees to abide by the provisions in one (1) through ten (10) following this paragraph. IEBP may suspend payment of claims for the injury or illness based on the amount of the claim, indication of other insurance, indication there may be another source to pay for the dental services required as a result of the injury or illness, or evidence that the claim may not be covered because it is work-related.

As an additional assurance, payment of the claim(s), and future claims relating to the injury or illness will **only** resume if the Covered Individual:

1. provides any and all information requested by IEBP; and
2. agrees in writing not to settle damages whether by legal action, settlement or otherwise only after consulting with IEBP to determine the full and potential dental charges; and
3. agrees that should the Covered Individual settle for damages as a result of an injury/illness with a third party or insurer, prior to securing such written permission, IEBP and the Employer's dental benefits Plan is relieved of any liability for dental expenses resulting from the injury/illness; and
4. agrees that IEBP may provide any dental bills or payment information related to the injury/illness to the Covered Individual's attorney, any insurer or any other person who will be reimbursing IEBP for dental benefits; and
5. agrees in writing to reimburse IEBP immediately upon collection of damages whether by legal action, settlement or otherwise including, but not limited to, first party and third party motor vehicle insurance; and
6. agrees in writing to provide IEBP with a first lien on all proceeds recovered for this injury to the extent of benefits provided by the Plan; and
7. agrees in writing that venue for all subrogation disputes shall be in Travis County, Texas; and
8. agrees in writing to provide IEBP with a copy of any settlement agreement relating to this injury/illness if requested; and
9. agrees to cooperate fully with IEBP in asserting its right to subrogate. This means the Covered Individual must supply IEBP with all information and sign and return all documents reasonably necessary to carry out IEBP's right to recover from the third party any benefits paid under the Plan which are subject to this provision; and
10. agrees to all provisions of the benefit Plan.

If the Covered Individual accepts reimbursement or assigns benefits for an injury or illness for which money or benefits were received or paid by another source, and payment has also been made by IEBP, the Covered Individual must reimburse IEBP the amount paid to the Covered Individual or any provider for services or treatment for the injury or illness. If the Covered Individual does not reimburse IEBP, the amount not reimbursed may be withheld from future benefits.

**Automobile/Homeowners Liability and/or Dental Payments Insurance Benefits.** Benefits payable under the Plan may be adjusted by IEBP for any first party or third party insurance benefits available for dental benefits including no-fault dental payments uninsured motorist coverage which are paid or payable by a non-immediate family member whether or not any party has admitted liability.

**Right of Recovery.** IEBP has the right to seek reimbursement on any overpayment from one or more of the following:

1. the Covered Individual;
2. the person to whom such payments were made;
3. any other insurance company;
4. any other benefit plan; or
5. any other organization providing benefits.

In addition, the Covered Individual specifically delegates to the IEBP the right to make a claim or assert a cause of action on the Covered Individual's behalf against any source of recovery, and assign to IEBP the right to any proceeds from the claim or cause of action.

A third party may be liable or legally responsible for expenses incurred by a Covered Individual for an illness, sickness or bodily injury. Subrogation rights may take precedence over a Covered Individual's right to receive payment of the benefits from the third party. The Covered Individual must supply IEBP with all information and sign and return all documents reasonably necessary to carry out IEBP's right to recover from the third party any benefits paid under the Plan which are subject to this provision.

### **Overpayment Provisions**

**Right of Offset.** If IEBP makes any payment on behalf of a Covered Individual exceeding the amount needed to satisfy its obligation under the terms of the Plan, then IEBP reserves the right to offset the overpayment against future benefits otherwise payable to a Covered Individual.

**Facility of Payment.** When another plan makes a payment that should have been made under the Plan, IEBP reserves the right to decide:

1. whether or not to reimburse the organization making the payment; and
2. the amount to be paid in order to satisfy the intent of this provision.

Any such payment made by IEBP will fulfill IEBP's responsibility in the amount paid.

**Fraudulent or Erroneous Billing.** IEBP reserves the right to conduct its own investigation of any person or organization suspected of filing fraudulent claims and to turn over its findings to an authorized governmental agency or department for further investigation and/or prosecution.

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## Definitions

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These terms define words that may be used in the Plan Booklet/Document. These definitions shall not be construed to provide coverage under any benefit unless specifically provided.

**Accidental Injury** - A traumatic bodily injury definite as to time and place sustained independently of all other causes by outside event, external force or due to exposure to the elements.

**Active Employee** - Is an employee who works and is paid by the Employer for at least twenty (20) hours per week or is accessing vacation, sick, personal, paid time off, or paid/unpaid Family Medical Leave Act of 1993 (FMLA) and is receiving the same benefits as all other employees. Persons who are receiving long or short term disability payments or workers' compensation income benefits are not otherwise on the payroll of the Employer are not Active Employees, nor do those benefits accrue toward the twenty (20) hour requirement.

In order for any form of leave that is not accrued on a weekly, monthly, annual or other periodic basis to be considered as vacation, sick, personal, or paid time off leave under the previous paragraph, Member's leave policy must be (1) in writing, (2) on file with IEBP prior to the start of the Employer's plan year, and (3) available uniformly to all employees. This non-accruing leave shall include but not be limited to sick pool leave, catastrophic leave, disability leave, non-FMLA medical leave, workers' compensation injury leave, and emergency leave. In order for compensatory time to be considered as actively at work hours, the Member's compensatory policy must be (1) in writing, on file with IEBP prior to the start of the Employer's plan year, (2) available uniformly to all employees, (3) clearly documented on each payroll document, and (4) in compliance with U.S. Department of Labor requirements. Employees that do not meet the definition of an Active Employee in the benefit book are not eligible for medical benefits.

A Family Medical Leave Act (FMLA) certification shall extend the period of coverage for Active Employee(s) when the FMLA documentation is provided in writing to IEBP within thirty (30) days of the certification and one hundred and twenty (120) days of the beginning date of the FMLA leave.

**Adolescent Dependent** - An individual thirteen (13) to attained age of eighteen (18) years of age whose disabilities of minority have not been removed by marriage or judicial decree.

**Amendment** - A formal document adopted by the Board of Trustees changing the provisions of the Plan. Amendments apply to all Covered Individuals, including those persons who are covered before the amendment becomes effective, unless otherwise specified.

**Benefit** - The amount payable by the Plan for Eligible Benefits.

**Benefit Percentage** - The percentage of Eligible Benefits payable by the Plan after deductible.

**Board of Trustees** - The Board of Trustees is IEBP's governing body as established by Section 172 of the Local Government Code.

**Calendar Year** - A period of twelve (12) consecutive months beginning 12:01 a.m. on January 1 and ending at midnight, December 31.

**Child** - The term "child" means:

1. a natural child of the covered employee who is under twenty-six (26) years of age;
2. a legally adopted child of the covered employee (including a child placed with the covered employee for adoption) who is under twenty-six (26) years of age;
3. a stepchild of the covered employee who is under twenty-six (26) years of age;
4. a foster child placed by the state in the covered employee's care;
5. a child under twenty-six (26) years of age for whom the covered employee or spouse is legal guardian or conservator;
6. A child under twenty-six (26) years of age for whom a divorce decree or court order requires the covered employee or spouse to provide dental care coverage for the child;

7. a child age twenty-six (26) or older, provided the child is totally disabled or incapacitated, See *Handicapped Child/Total Disabled/Incapacitated Child*; or
8. a grandchild whose naturally born or legally adopted parent is an eligible child/dependent of the covered employee. The term “grandchild” means a person who is a naturally born or legally adopted child of a naturally born or legally adopted child/dependent of the covered employee. A grandchild who is covered by the Plan must be considered as a dependent of the covered employee for support pursuant to federal income tax law. The grandchild will be eligible until the child/dependent of the covered employee attains age twenty-six (26).

**Clean Claim** - A claim for covered services that is received from a network provider that reflects the standard claim format, and accurately contains the following information: patient name, patient’s date of birth, unique subscriber identification number, provider’s name, address and tax ID number, national provider identification number, date(s) of service, diagnosis narrative or ICD code, procedure narrative or ADA codes, services and supplies provided, physician name and license number, provider charges and an itemized bill if the bill is in excess of \$15,000 outpatient and \$20,000 inpatient. Such itemized bill will be required to adjudicate the claim. Claim must be submitted by provider no later than the filing deadline. A “Clean Claim” does not include a claim where integration/coordination of benefits is actively pursued, dental claims review is necessary, subrogation is pursued, where work related or where pre-existing conditions may exist.

If the provider fails to submit the claim within compliance of the filing deadline and the clean claim definition the provider forfeits the right to payment unless the failure to submit the claim in compliance is a result of a catastrophic event that substantially interferes with the normal business operations of the network provider.

**Contribution** - The amount payable by the Employer, the amount payable by the employee, or the amount payable by the Employer/employee jointly for participation in the benefits of the Plan.

**Covered Benefits** - See **Eligible Benefits**.

**Covered Employee** - An employee who is eligible for coverage and who has enrolled in the Plan.

**Covered Individual** - An employee, dependent, Retiree, Retiree dependent, elected official and elected official’s dependent who is eligible and has enrolled in the Plan.

**Deductible** - Eligible Benefits in a given calendar year, which are the responsibility of the employee before benefits become payable by the Plan.

**Dental Hygienist** - A person who:

1. is licensed to practice dental hygiene; and
2. works under the direct control and supervision of a dentist.

**Dentist** - Doctor of Dental Surgery (D.D.S.) or Doctor of Dental Medicine (D.M.D.) who is a member or eligible member of the state Dental Association or eligible for membership in such association.

**Dependent** - The spouse or child of a covered employee who is eligible for benefits under the Plan. A spouse or child who does not meet the definition of spouse or child in this benefit booklet is not eligible for dental benefits.

IEBP may request written proof of the eligibility of any dependent. For example, IEBP may request a copy of a child’s birth certificate or a copy of a divorce decree. These requests are to verify eligibility and to determine if the Plan is primary or secondary.

**Eligible Benefits** - The Usual and Reasonable fees for covered dental procedures by the Plan and that are generally furnished for cases of comparable nature and severity. Any agreement as to fees or charges made between the individual and the dental practitioner shall not bind the Plan in determining its liability with respect to expenses incurred. Expenses are incurred on the date which the service or supply is rendered or obtained. The Covered Individual also must have a contractual obligation to pay the expense.

**Emergency** - An urgent unplanned visit to diagnose or relieve an acute, unexpected dental condition.

**Employer** - An eligible entity under Section 172 of the Local Government Code that is a member of IEBP.

**Enroll** - To make written application for coverage on the prescribed forms. Enrollment is not completed until such forms are accepted by the Employer and received by IEBP within required timelines.

**Exclusions** - Those charges for which benefits are not provided. Such charges are listed in “General Exclusions or Limitations.”

**Filing Deadline** - The latest date a claim may be received by IEBP in order to be considered eligible for payment. All requested additional information relating to the claim must also be received within the same time frame unless the information is required for contractual prompt pay compliance. The Plan’s filing deadline is twelve (12) months from the date the expense was incurred, unless it was not reasonably possible to furnish the information within the filing deadline as determined by IEBP, or within ninety (90) days after a non-compensable claim decision is made by the Employer’s workers’ compensation carrier or by the Workers’ Compensation Division of the Texas Department of Insurance, whichever is later.

**Handicapped Child/Total Disabled/Incapacitated Child** - A dependent child age twenty-six (26) or older who is mentally or physically incapable of supporting himself/herself and is primarily dependent upon the Covered Individual for financial support. IEBP may require satisfactory proof of the continued incapacity documented as a disability by the Social Security Administration (SSA). IEBP may have a physician examine the child or may request proof to confirm the incapacity, but not more often than once a year. If you fail to submit proof when reasonably required or refuse to allow IEBP to have the child examined, then coverage for the child will terminate.

**He, Him, His** - Whenever the masculine pronoun is used in the Plan it shall include the feminine gender as well, unless the context clearly indicates otherwise.

**Health Insurance Marketplace** - Health insurance market plan through the Affordable Care Act’s Health Insurance Marketplace, [www.HealthCare.gov](http://www.HealthCare.gov).

**HIPAA** - Federal law referred to as the Health Insurance Portability and Accountability Act of 1996. HIPAA went into effect for most group health plans on the anniversary that occurred on or after July 1, 1997. HIPAA provides individuals certain rights and protections relating to healthcare coverage.

Title I:

- ▶ Refers to healthcare coverage reform and includes provisions for creditable coverage, restrictions on pre-existing condition exclusions, special enrollments and non-discrimination based on Health Status Factors;
- ▶ HIPAA Title I **does not** apply to the dental plan.

Title II:

- ▶ Effective April 14, 2003, Administrative Simplification guidelines were mandated. The administrative simplification process includes standards for electronic transactions and code sets, national identifiers (for Employers, health plan and providers), Security and Electronic Signature Standards (Security Rule) and Standards for Privacy of Individually Identifiable Health Information (Privacy Rule);
- ▶ HIPAA Title II **does** apply to the dental plan.

**Incurred** - The date on which a service is rendered or a supply is obtained. (**Exception:** Expense for root canal therapy is deemed to be incurred on the date the pulp chamber is opened.)

**Injury** - See **Accidental Injury**.

**Integration of Benefits** - The Covered Individual may receive benefits under the Plan that will not exceed 100% of the Plan’s allowable Eligible Benefit when combined with all other plans.

Example: Charge - \$100

- ▶ Charge - \$100
- ▶ IEBP’s allowable - \$100
- ▶ IEBP’s normal liability - \$80
- ▶ Primary Payer paid - \$75
- ▶ IEBP’s liability as the secondary integrated payer would be \$5 (the balance between what we would have paid, if we were primary and what the primary carrier paid).

**Maintenance Care** - All services, equipment and supplies which are provided solely to maintain a Covered Individual's condition and from which no functional improvement can be expected.

**Necessary Service or Supply** - A service or supply that is considered by dentists to be appropriate for a given dental condition in accordance with generally accepted standards of dental practice and not primarily for the convenience of the Covered Individual, the Covered Individual's family, or any other provider.

**Network** - Treatment or services rendered by providers that are included as contracted providers in the preferred provider network.

**Non-Network** - Treatment or services rendered by providers that are not included as contracted providers in the preferred provider network.

**Open Enrollment** - The thirty (30) or thirty-one (31) day period prior to the new plan year in which dependents who are not currently covered by the Plan can be added. Coverage for the dependents will become effective on the first day of the new plan year.

**Out of Pocket Amount** - The portion of Eligible Benefits for which a Covered Individual is responsible to pay.

**Plan** - The provisions for coverage and payment of benefits as described in this booklet. This is an incurrence of expense plan that excludes payment for any service of any type incurred after coverage ends.

**Plan Administrator** - IEBP has been designated to serve as the Plan Administrator.

**Plan Sponsor** - The Employer, except for the purposes of (1) federal privacy laws or regulations, or (2) assessments imposed as a result of the Affordable Care Act, in which case IEBP shall be designated as Plan Sponsor due to Multi-Employer Pool.

**Pool** - TML MultiState Intergovernmental Employee Benefits Pool (IEBP).

**Retiree** - An employee who has ceased active, benefit eligible employment with the Employer and meets the Employer's guidelines to qualify as a Retiree and draws all other applicable Retiree benefits.

**Sound Natural Teeth** - Teeth that are free of active or chronic clinical decay, have at least 50% bony support, are functional in the arch, and have not been excessively weakened by multiple dental procedures.

**Spouse** - Individual legally married to the covered employee under the laws of any state and is the opposite gender from the covered employee.

**Treatment** - Any specific procedure or service which is eligible and used for the cure or improvement of an illness, disorder or injury.

**Treatment Plan** - A dentist's report to IEBP that is on a form acceptable to IEBP, and

1. lists the dental services he proposes to render to a Covered Individual; and
2. shows his charge for each service; and
3. is accompanied by pretreatment x-rays or other diagnostic data, which IEBP may require.

IEBP will review treatment plan for medically eligible dental benefits.

**Unproven Dental Procedures/Treatment** - Experimental/Investigational/Unproven Services

**Usual and Reasonable** - A Usual and Reasonable charge is deemed to be 80% of Medical Data Research and of Dental Consultant review.

**Waiting Period** - A required period of time an Active Employee must complete before an employee or his/her eligible dependents can be effective for coverage under the Plan. Waiting periods must not be in excess of ninety (90) days. A thirty (30) day bona fide employment-based orientation period may be added to the ninety (90) day waiting period limitation.

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