



**State Employees' Insurance Board**  
**Southland Dental Plan**

*Administered by*  
**Southland Benefit Solutions**

Effective January 1, 2023



**STATE OF ALABAMA**  
**STATE EMPLOYEES' INSURANCE BOARD**  
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**334-263-8300 | 1-866-836-9737**  
**STATE EMPLOYEES' SOUTHLAND DENTAL**  
**PLAN**  
**NOTICE OF PRIVACY PRACTICES**

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review this notice carefully.

The State Employees' Southland Dental Plan (the "Plan") considers personal information to be confidential. The Plan protects the privacy of that information in accordance with applicable privacy laws, as well as its own privacy policies.

**THE PLAN'S RESPONSIBILITIES**

The Plan is required by federal law to keep your health information private, to give you notice of the Plan's legal duties and privacy practices, and to inform you about:

- the Plan's uses and disclosures of your protected health information;
- your privacy rights concerning your protected health information;
- the Plan's obligations concerning your protected health information;
- your right to file a complaint with the Plan and to the Secretary of the U.S. Department of Health and Human Services; and
- the person or office to contact for further information about the Plan's privacy practices.

**Effective Date of Notice:** This notice is effective as of January 1, 2023.

**HOW THE PLAN MAY USE AND DISCLOSE HEALTH INFORMATION**

This section of the notice describes uses and disclosures that the Plan may make of your health information for certain purposes without first obtaining your permission as well as instances in which we may request your written permission to use or disclose your health information. The Plan also requires its business associates to protect the privacy of your health information through written agreements.

**Uses and disclosures related to payment, health care operations, and treatment.**

The Plan and its business associates may use your health information without your permission to carry out payment or health care operations. The Plan may also disclose

health information to the Plan Sponsor, the State of Alabama for purposes related to payment or health care operations.

Payment includes but is not limited to actions to make coverage determinations and payment (including billing, claims management, subrogation, plan reimbursement, review for medical necessity and appropriateness of care and utilization review and preauthorizations). For example, the Plan may tell an insurer what percentage of a bill will be paid by the Plan.

Health care operations include but are not limited to underwriting, premium rating, and other insurance activities relating to creating or renewing insurance contracts, disease management, case management, conducting or arrangement for medical review, legal services, and auditing functions, including fraud and abuse programs, business planning and development, business management and general administrative activities. However, the Plan will not use protected genetic information for underwriting purposes. It also includes quality assessment and improvement and reviewing the competence or qualifications of health care professionals. For example, the Plan may use medical benefit claims information to review the accuracy of benefit claim payments.

The Plan will only disclose the minimum information necessary with respect to the amount of health information used or disclosed for these purposes. In other words, only information relating to the task being performed will be used or disclosed. Information not required for the task will not be used or disclosed.

The Plan may also contact you to provide information about treatment alternatives or other health-related benefits and services that may be of interest to you.

**Other uses and disclosures that do not require your written authorization. The Plan may disclose your health information:**

- To persons and entities that provide services to the Plan and assure the Plan they will protect the information;
- If it constitutes summary health information, and it is used only for modifying, amending, or terminating a group health plan or obtaining premium bids from health plans providing coverage under the group health plan;
- If it constitutes de-identified information;
- If it relates to workers' compensation programs;
- If it is for judicial and administrative proceedings;
- If it is about decedents;
- If it is for law enforcement purposes;
- If it is for public health activities;

- If it is for health oversight activities;
- If it is about victims of abuse, neglect, or domestic violence;
- If it is for cadaveric organ, eye, or tissue donation purposes;
- If it is for certain limited research purposes;
- If it is to avert a serious threat to health or safety;
- If it is for specialized government functions;
- If it is for limited marketing activities.

Additional disclosures to others without your written authorization. The Plan may disclose your health information to a relative, a friend, or any other person you identify, provided the information is directly relevant to that person's involvement with your health care or payment for that care. For example, the Plan may confirm whether or not a claim has been received and paid. You have the right to request that this kind of disclosure be limited or stopped by contacting the Plan's Privacy Officer at (334) 263-8300.

**Uses and Disclosures Requiring Your Written Authorization.** In all situations other than those described above, the Plan will ask for your written authorization before using or disclosing your health information. If you have given the Plan written authorization, you may revoke it at any time, if the Plan has not already acted on it. If you have questions regarding authorizations, contact the Plan's Privacy Officer at (334) 263-8300.

## **YOUR PRIVACY RIGHTS**

This section of the notice describes your rights concerning your health information and a brief description of how you may exercise these rights.

**Notice of Breach.** You have a right to notice of a breach of protected health information (PHI).

**Restrict Uses and Disclosures.** You have the right to request that the Plan restricts uses and disclosure of your health information for activities related to payment, health care operations, and treatment. The Plan will consider, but may not agree to, such requests. (Exception: the Plan must grant a restriction on PHI disclosed to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.)

**Alternative Communication.** The Plan will accommodate reasonable requests to communicate with you at a certain location or in a certain way. For example, if you are covered as an adult-dependent, you may want the Plan to send health information to a different address than that of the employee.

**Inspect or Copy Health Information.** You have a right to inspect or obtain a copy of health information that is contained in a “designated record set” – records used in making enrollment, payment, claims adjudication, and other decisions. However, you do not have a right to inspect or obtain copies of psychotherapy notes or information compiled for civil, criminal, or administrative proceedings. In addition, the Plan may deny your right to access, although in certain circumstances you may request a review of the denial. If the Plan does not maintain the health information but knows where it is maintained, you will be informed of where to direct your request.

You may request your records in an electronic format. The Plan may provide you with a summary of the health information if you agree in advance to the summary. You may also be asked to pay a fee of \$1.00 per page based on the Plan’s copying, mailing, and other preparation costs.

**Amend Health Information.** You have the right to request an amendment to health information that is in a “designated record set.” You must provide a statement to support the request. The Plan may deny your request to amend your health information if the Plan did not create the health information, if the information is not part of the Plan’s records, if the information was not available for inspection or the information is accurate and complete.

**Accounting of Certain Disclosures.** You have the right to receive a list of certain disclosures of your health information. The accounting will not include: (1) disclosures made for purposes of treatment, payment, or health care operations; (2) disclosures made to you; (3) disclosures made pursuant to your authorization; (4) disclosures made to friends or family in your presence or because of an emergency; (5) disclosure for national security purpose; and (6) disclosures incident to other permissible disclosures.

You may receive information about disclosures of your health information going back for six (6) years from the date of your request. You may make one (1) request in any 12-month period at no cost to you, but the Plan may charge a fee for subsequent requests. You will be notified of the fee in advance and have the opportunity to change or revoke your request.

**Right to access electronic records.** You may request access to electronic copies of your health information, or you may request in writing or electronically that another person receive an electronic copy of these records. The electronic protected health information will be provided in a mutually agreed-upon format, and you may be charged for the cost of any electronic media (such as a USB flash drive) used to provide an electronic copy.

**Right to a Copy of Privacy Notice.** You have the right to receive a paper copy of this notice upon request, even if you agreed to receive the notice electronically.

**Complaints.** You may complain to the Plan or the Secretary of HHS if you believe your privacy rights have been violated. To file a complaint with the Plan, contact the Plan's Privacy Officer at (334) 263-8300. You will not be penalized for filing a complaint.

### **How to exercise your rights in this notice**

To exercise your rights listed in this notice, you should contact the Plan's Privacy Officer at (334) 263-8300.

### **THIS NOTICE IS SUBJECT TO CHANGE**

The terms of this notice and the Plan's privacy policies may be changed at any time. If changes are made, the new terms and policies will then apply to all health information maintained by the Plan. If any material changes are made, the Plan will distribute a new notice to participants and beneficiaries.

### **YOUR QUESTIONS AND COMMENTS**

If you have questions regarding this notice, please contact the Plan's Privacy Officer at (334) 263-8300.

Revision 9-2022





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## Introduction

This summary of dental benefits available to you through the State Employees' Southland Dental Plan (SESDP) is designed to help you understand your coverage. All terms, conditions, and limitations are not covered here. All benefits are subject to the terms, conditions, and limitations of the contract or contracts between the State Employees' Insurance Board (SEIB) and Southland Benefit Solutions (Southland). The SEIB shall have absolute discretion and authority to interpret the terms and conditions of the plan and reserves the right to change the terms and conditions and/or end the plan at any time and for any reason.

Participation in this plan is completely voluntary, based on elections you make for yourself and your dependents in the time and manner described herein.

The plan year begins on January 1 and runs through December 31.

**THE INFORMATION IN THIS PLANBOOK IS NOT A SUBSTITUTE FOR THE LAW. IF A DIFFERENCE OF INTERPRETATION OCCURS, THE LAW GOVERNS. THE LAW MAY CHANGE AT ANY TIME ALTERING INFORMATION IN THIS PLANBOOK. THE STATE EMPLOYEES' INSURANCE BOARD RESERVES THE RIGHT TO CHANGE BENEFITS DURING THE PLAN YEAR.**

# Eligibility and Enrollment Requirements

## Eligible Employees

The term employee includes only:

- Full-time state employees and employees of county health departments who are paid by the State Comptroller, the State Department of Mental Health, Historic Blakeley, Ft. Payne Improvement Authority, Historic Ironworks Commission, Bear Creek Development Authority, International Motorsports Hall of Fame, Space and Rocket Center, the Alabama Sports Hall of Fame, the State Docks, St. Stephens Historical Commission, USS ALABAMA Battleship Commission, Red Mountain Greenway Commission, County Soil & Water Conservation Districts, and the Alabama Community College System.
- Part-time employees working at least 10 hours per week if they agree to have the required premium paid through payroll deduction and if they are enrolled in the State Employees' Health Insurance Plan (SEHIP).
- Members of the Legislature and the Lieutenant Governor during their term of office.

**Exclusion:** You are not eligible for coverage if you are employed on a seasonal, temporary, intermittent, emergency, or contract basis unless you receive a W-2 and work an average of 30 hours per week, or 130 hours per month, during a designated measurement period as stipulated under the Affordable Care Act.

## Eligible Dependent

The term "dependent" includes the following individuals, subject to appropriate documentation (Social Security number, marriage certificate, birth certificate, court decree, etc.):

- Your spouse (excludes divorced or common-law spouse);
- A child under age 26, only if the child is:
  - your son or daughter,
  - legally adopted by you or your spouse,
  - your stepchild, or
  - a dependent for whom you, or your spouse, has legal and physical custody granted by a court of competent jurisdiction;
- Your incapacitated child\* over age 25 will be considered for coverage provided the incapacitation occurred prior to the child's 26<sup>th</sup> birthday and the child is:

- unmarried,
- permanently mentally or physically incapacitated,
- so incapacitated as to be incapable of self-sustaining employment,
- dependent on you for 50% or more support,
- otherwise eligible for coverage as a dependent except for age,
- covered as a dependent on your Plan immediately prior to the child's 26<sup>th</sup> birthday, and
- not eligible for any other group health insurance benefits.

\*The above requirements must be met to be eligible for coverage as an incapacitated child. The SEIB shall decide whether an application for incapacitated status will be accepted and final approval of incapacitation will be determined by Medical Review. Neither a reduction in work capacity nor inability to find employment is, of itself, evidence of eligibility. If a mentally or physically incapacitated child is working, the extent of his or her earning capacity will be evaluated.

See the "Enrolling an Incapacitated Child" section for critical enrollment deadlines. If deadlines are not met and/or continuous coverage is not maintained on the child, an Incapacitated Child over the age of 25 is not eligible for coverage.

### **Ineligible Dependents**

- Your dependents, other than your spouse, if they are independently covered as a state employee unless they are employed as a Professional civil engineer trainee with ALDOT and their employment is part of their educational training
- An ex-spouse, regardless of what the divorce decree may state
- Ex-stepchildren, regardless of what the divorce decree may state
- Your biological child if the child has been adopted by someone other than your spouse and you have been relieved of your parental rights and responsibilities
- Children age 26 and older
- Incapacitated children age 26 and older who do not meet the Incapacitated Child eligibility requirements listed above under Eligible Dependent
- A child of a dependent child
- A daughter-in-law or son-in-law
- Grandchildren or other children related to the member by blood or marriage for which the member does not have legal and physical custody
- Grandparents
- Parents
- A fiancé or live-in girlfriend or boyfriend

## **Changes in Dependent Eligibility**

It is the responsibility of the subscriber to notify the SEIB immediately when the eligibility of a covered dependent changes. If it is determined that an act (such as adding an ineligible person to coverage) or omission (such as failing to remove a person no longer eligible for coverage) of the subscriber results in or contributes to the payment of claims by the SESDP for persons ineligible for coverage, the subscriber will be personally responsible for all such overpayments and shall be subject to disciplinary action, including termination of coverage.

## **Enrollment & Commencement**

Employees and dependents can enroll and coverage commences as stated below.

### **Employee**

To be covered under the SESDP, an SEIB enrollment form must be completed by the employee and submitted to the SEIB subject to the SEIB rules and procedures.

Coverage for new employees will be effective on their date of employment, subject to appropriate premium payment, or on the first day of the month following their first payroll deduction.

### **Dependents**

When adding dependents to family coverage, you must submit appropriate documentation (Social Security number, marriage certificate, birth certificate, court decree, etc.) to the SEIB.

NOTE: to avoid enrollment deadlines you should submit enrollment forms to the SEIB even if you do not have all of the appropriate documentation at the time of enrollment.

New employees may elect to have dependent coverage begin on the date of their employment or no later than the first day of the second month following their hire date, subject to appropriate premium payments.

You may enroll dependents, subject to appropriate premium payments, within 60 days of acquiring a new dependent. The effective date of coverage will be the date of marriage, birth, or adoption.

A direct payment for dependent coverage premium must be submitted with the enrollment form for any coverage period before payroll deduction. The deduction from your payroll check or the deposit by the SEIB of your direct payment does not constitute acceptance of coverage.

### **Enrolling an Incapacitated Child**

If your child meets the other Incapacitated Child eligibility requirements listed



above under Eligible Dependent, you must contact the SEIB to obtain an Incapacitated Child Certification form. A completed Incapacitated Child Certification form and proof of incapacity must be provided to the SEIB no more than 60 days after the child's 26<sup>th</sup> birthday. If you fail to submit the form and proof of incapacity within the required time period, or, if you do not maintain continuous coverage on the incapacitated child thereafter, your child is not eligible for future enrollment except in the following two situations:

1. When a new employee requests coverage for an incapacitated child within 60 days of employment; or
2. When an employee's incapacitated child is covered under a spouse's employer group health insurance for at least 18 consecutive months and:
  - a. the employee's spouse loses the other coverage because:
    - the spouse's employer ceases operations, or
    - of termination of employment or reduction of hours of employment, or
    - spouse's employer stopped contributing to coverage,
  - b. a change form is submitted to the SEIB within 60 days of the incapacitated child's loss of other coverage, and
  - c. Medical Review approved incapacitation status.

In these two situations, your child must meet all Incapacitated Child eligibility requirements.

### **National Medical Support Notices**

If the SEIB receives a National Medical Support Notice (Notice) from a child support enforcement agency directing the SESDP to cover a child, the SEIB will determine whether the Notice is qualified. A Notice is an order from a child support enforcement agency directing the SESDP to cover the employee's child regardless of whether the employee has enrolled the child for coverage. The SEIB has adopted procedures for determining whether such an order is a Notice. You have a right to obtain a copy of those procedures free of charge by contacting the SEIB.

The SESDP will cover an employee's child if required to do so by a Notice. If the SEIB determines that an order is a Notice, the child will be enrolled for coverage effective as of a date specified by the SEIB, but not earlier than the first day of the month following the SEIB's determination that the order is a Notice.

Coverage may continue for the period specified in the order up to the time the child ceases to satisfy the definition of an eligible dependent. If the employee is required to

pay extra to cover the child, the SEIB may increase the employee's payroll deductions. During the period the child is covered under the SESDP as a result of a Notice, all SESDP provisions and limits remain in effect with respect to the child's coverage except as otherwise required by federal law.

While the Notice is in effect, the SESDP will make benefit payments – other than payments to providers – to the parent or legal guardian who has been awarded custody of the child. The SEIB will also provide sufficient information and forms to the child's custodial parent or legal guardian to allow the child to enroll in the SESDP. The SEIB will also send claims reports directly to the child's custodial parent or legal guardian.

## **Open Enrollment**

Open enrollment is November 1 through November 30 for an effective date of coverage of January 1 and is available for:

- employees who have declined coverage and now wish to enroll in the SESDP,
- employees who wish to change plans,
- part-time employees who wish to begin coverage, and
- employees who wish to add family coverage or add a dependent to existing family coverage.

## **Special Enrollment**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires that a special enrollment period be provided in addition to the regular enrollment period for employees and eligible dependents if:

- the employee declined to enroll in the SESDP; and
- the employee gains a new dependent through marriage, birth, or adoption; or
- the employee or dependent loses their other employer group dental coverage because:
  - COBRA coverage (if elected) is exhausted; or
  - loss of eligibility (including separation, divorce, death, termination of employment, or reduction of hours of employment); or
  - employer stopped contributing to coverage.

A letter requesting special enrollment must be submitted to the SEIB within 60 days of the loss of other coverage or within 60 days of gaining a new dependent, along with a completed enrollment form or status change form if only adding dependents.

In addition, the following documentation must be submitted within 60 days of the qualifying event:

- proof of gaining a new dependent (e.g., marriage certificate, birth certificate, adoption papers, etc.); or
- proof of coverage loss listing the reason and the date of the coverage loss for all individuals affected (e.g., employment termination on company letterhead).

### **Survivor Enrollment**

In the event of the death of an employee covered under the SESDP who carried family coverage, the eligible dependents may continue coverage by making the appropriate premium payments to the SEIB. The SEIB must be notified within 90 days of the date of death.

### **Notice**

Notice of any enrollment changes is the responsibility of the employee (e.g., status changes or address changes). Please visit [www.alseib.org](http://www.alseib.org) to download applicable forms.

### **Status Changes**

A status change form must be completed for an addition or deletion of dependent coverage. The Status Change form must be submitted directly to the SEIB by mail or by visiting [www.alseib.org](http://www.alseib.org).

### **Address Changes**

All correspondence and notices required under the provisions of the SESDP or state or federal law will be delivered to the address provided by you in our records. It is your responsibility to ensure that your address of record is accurate. To change an address, a written request may be submitted to the SEIB office at PO Box 304900, Montgomery, Alabama 36130-4900 or by visiting our website at [www.alseib.org](http://www.alseib.org).

### **Employee Name Changes**

Name changes are processed electronically once they are changed on payroll with your agency.

### **When Coverage Terminates**

Coverage under the SESDP will terminate:

- On the last day of the month in which your employment terminates. The SEIB may continue your coverage if you are absent from work because of injury or sickness, or if you are absent from work due to leave of absence or temporary layoff, but only for a limited period. Premiums may be required from the employee by direct pay. For details, contact the SEIB.

- Once enrolled in the SESDP for 12 consecutive months, you can decline coverage during Open Enrollment for an effective date of January 1.
- When the SESDP is discontinued.

Coverage under the SESDP will also terminate for a dependent:

- On the last day of the month in which such person ceased to be an eligible dependent.
- If the dependent, other than a spouse, becomes covered as an employee.
- When premium payments cease for coverage of a deceased active or deceased retired employee.
- When dependent premium payments cease.

When dependent coverage is terminated, it is your responsibility to notify the SEIB to discontinue payroll deductions. If deductions are still being made from your paycheck after the month of termination, this does not mean that your dependents have coverage. It is your responsibility to request a refund from the SEIB.

In many cases, you will have the option to choose continuation of group benefits as provided by the Public Health Service Act. (See COBRA Section.)

### **Family & Medical Leave Act**

The SEIB will follow the provisions of the Family and Medical Leave Act as approved by the appropriate authority.

### **Employees on Leave without Pay (LWOP)**

State health insurance coverage for employees on official leave without pay (LWOP) may be continued for a maximum of 12 months provided the employee elects to make the premium payment required for coverage directly to the SEIB. Official leave without pay is established when an employee has received approval of the Personnel Department (for classified employees) or appointing authority, where applicable, to be taken off the payroll for an extended period.

# Continuation of Group Health Coverage (COBRA)

## Introduction

The Public Health Service Act [42 USC Sections 300bb-1 through 300bb-8] requires that the SEIB offer covered employees and their families the opportunity for a temporary extension of health coverage (called “continuation coverage”) at group rates in certain instances where coverage under the SESDP would otherwise end. COBRA coverage can be particularly important because it will allow you to continue group health care coverage beyond the point at which you would ordinarily lose it.

This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of this law. ***You and your spouse should take the time to read this notice carefully.***

## What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of coverage under the SESDP when coverage would otherwise end because of a life event known as a “qualifying event.” Specific qualifying events are listed under the section entitled “Qualified Beneficiaries” below. After a qualifying event, COBRA continuation 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 SESDP is lost because of a qualifying event. Under the SESDP, qualified beneficiaries who elect COBRA continuation coverage must pay for such coverage.

## Who is a Qualified Beneficiary?

Individuals entitled to COBRA continuation coverage are called qualified beneficiaries. Individuals who may be qualified beneficiaries are the spouse and dependent children of a covered employee and, in certain circumstances, the covered employee. Under current law, to be a qualified beneficiary, an individual must generally be covered under the SESDP on the day before the event that caused a loss of coverage, such as termination of employment, or a divorce from, or death of, the covered employee. In addition, a child born to the covered employee, or who is placed for adoption with the covered employee, during the period of COBRA continuation coverage, is also a qualified beneficiary.

## COBRA Rights for Covered Employees

If you are a covered employee, you will become a qualified beneficiary if you lose your coverage under the SESDP because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than gross misconduct.

COBRA coverage will continue for up to a total of 18 months from the date of your termination of employment or reduction in hours, assuming you pay your premiums on time.

If you are on a leave of absence covered by the Family and Medical Leave Act of 1993 (FMLA), and you do not return to work, you will be given the opportunity to buy COBRA coverage. The period of your COBRA coverage will begin when you fail to return to work following the expiration of your FMLA leave or you inform the SEIB that you do not intend to return to work, whichever occurs first.

### **COBRA Rights for a Covered Spouse and Dependent Children**

If you are the spouse of a covered employee, you will become a qualified beneficiary if you lose your coverage under the SESDP because either one of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

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

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (under Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the SESDP as a dependent child.

### **What Coverage is Available?**

If you choose COBRA continuation coverage, the SEIB is required to offer you coverage that is identical at the time coverage is being provided to the coverage provided under the plan to similarly situated employees or family members.

### **When is COBRA Coverage Available?**

COBRA continuation coverage will be offered to qualified beneficiaries only after the SEIB has been notified that a qualifying event has occurred.

- When Should Your Agency Notify the SEIB?

Your agency is responsible for notifying the SEIB within 30 days of the following qualifying events:

- end of employment;
- reduction of hours of employment; or
- the death of an employee.

- When Should You Notify the SEIB?

The employee or a family member has the responsibility to inform the SEIB within 60 days of the following qualifying events:

- divorce;
- legal separation; or
- a child losing dependent status.

Written notice must be given to the SEIB within the applicable timeframe listed above from the date of the event or the date in which coverage would end under the SEHIP because of the event, whichever is later. All notices should be sent to the address listed under “SEIB Contact Information” at the end of this section.

### **How is COBRA Coverage Provided?**

When the SEIB is notified that a qualifying event has happened, COBRA continuation coverage will be offered to each qualified beneficiary. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. In addition, a covered employee may elect COBRA continuation coverage on behalf of his or her spouse and either covered parent may elect COBRA continuation coverage on behalf of their children.

If you do not choose continuation coverage, your group SESDP insurance will end.

After the SEIB receives timely notice that a qualifying event has occurred, the SEIB will (1) notify you that you have the option to buy COBRA, and (2) send you a COBRA election notice.

You have 60 days within which to elect to buy COBRA coverage. The 60-day period begins to run from the later of (1) the date you would lose coverage under the SESDP, or (2) the date on which the SEIB notifies you that you have the option to buy COBRA coverage. Each qualified beneficiary has an independent right to elect COBRA coverage.

You may elect COBRA coverage on behalf of your spouse, and parents may elect COBRA coverage on behalf of their children. An election to buy COBRA coverage will be considered made on the date the election notice is sent back to the SEIB.

Once the SEIB has been notified of your qualifying event, your coverage under the SESDP will be retroactively terminated and payment of all claims incurred after the date coverage ceased will be rescinded. If you elect to buy COBRA continuation coverage during the 60-day election period, and if your premiums are paid on time, the SEIB will retroactively reinstate your coverage and process claims incurred during the 60-day election period.

Because there may be a lag between the time your coverage under the plan ends and the time we learn of your loss of coverage, the SESDP may pay claims incurred during the 60-day election period. If this happens, you should not assume that you have coverage under the SESDP. The only way your coverage will continue is if you elect to buy COBRA and pay your premiums on time.

### **What will be the Length of COBRA Coverage?**

COBRA continuation coverage is a temporary continuation of coverage. COBRA continuation coverage will last for up to a total of 36 months when one of the following qualifying events occurs:

- Death of the employee,
- Divorce or legal separation; or
- Dependent child loses eligibility as a dependent child under SESDP.

COBRA continuation coverage will last for up to a total of 18 months when one of the following qualifying events occurs:

- End of employment, or
- Reduction in hours of employment.

There are only two ways to extend the 18-month COBRA continuation coverage period:

- Disability – If you or a covered member of your family is or becomes disabled under Title II (OASDI) or Title XVI (SSI) of the Social Security Act and you timely notify the SEIB, the 18-month period of COBRA coverage for the disabled person may be extended to up to 11 additional months (for a total of up to 29 months) or the date the disabled person becomes covered by Medicare, whichever occurs sooner. This 29-month period also applies to any non-disabled family members who are receiving COBRA coverage, regardless of whether the disabled individual elects the 29-month period for him or herself. The 29-month period will run from the date of the termination of employment or reduction in hours.

For this disability extension to apply, the disability must have started at some time before the 60th day of COBRA coverage and must last at least until the end of the



18-month period of COBRA coverage.

The cost for COBRA coverage after the 18th month will be 150% of the full cost of coverage under the plan, assuming that the disabled person elects to be covered under the disability extension. If the only persons who elect the disability extension are non-disabled family members, the cost of coverage will remain at 102% of the full cost of coverage.

For a spouse and children, the disability extension may be further extended to 36 months if another qualifying event (death, divorce, enrollment in Medicare, or loss of dependent status) occurs during the 29-month period. See the following discussion under Extensions of COBRA for Second Qualifying Events for more information about this.

For this disability extension of COBRA coverage to apply, you must give the SEIB timely notice of Social Security's disability determination before the end of the 18-month period of COBRA coverage and within 60 days after the later of (1) the date of the initial qualifying event; (2) the date on which coverage would be lost because of the initial qualifying event; (3) the date of Social Security's determination; or (4) the date on which you, or the qualified beneficiary, is informed, through the furnishing of the SPD or COBRA general notice, of the responsibility to notify the plan and procedures for doing so. You must also notify the SEIB within 30 days of any revocation of Social Security disability benefits.

Extensions of COBRA for Second Qualifying Events – If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the SEIB is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage had the first qualifying event not occurred. You must notify the SEIB within 60 days after a second qualifying event occurs if you want to extend your continuation coverage.

### **Can New Dependents Be Added to Your COBRA Coverage?**

You may add new dependents to your COBRA coverage under the circumstances permitted under the SESDP. Except as explained below, any new dependents that you add to your COBRA coverage will not have independent COBRA rights. For example, if you die, they will not be able to continue coverage.

If you are the covered employee and you acquire a child by birth or placement for adoption while you are receiving COBRA coverage, then your new child will have independent COBRA rights. This means that if you die, for example, your child may elect to continue receiving COBRA benefits for up to 36 months from the date on which your COBRA benefits began.

If your new child is disabled within the 60-day period beginning on the date of birth or placement of adoption, the child may elect coverage under the disability extension if you timely notify the SEIB of Social Security's disability determination as explained above.

### **How Does the Family and Medical Leave Act Affect my COBRA Coverage?**

If you are on a leave of absence covered by the FMLA, and you do not return to work, you will be given the opportunity to elect COBRA continuation coverage. The period of your COBRA continuation coverage will begin when you fail to return to work following the expiration of your FMLA leave or you inform your employer that you do not intend to return to work, whichever occurs first.

### **How Much Does my COBRA Coverage Cost?**

If you qualify for continuation coverage, you will be required to pay the group's premium plus a 2% administrative fee, directly to the SEIB. Members, who are disabled under Title II or Title XVI of the Social Security Act when a qualifying event occurs, will be required to pay 150% of the group's premium for months 19 through 29 of coverage or the month that begins more than 30 days after the date is determined that you are no longer disabled under Title II or Title XVI of the Social Security Act, whichever comes first. (If the only persons who elect the disability extension are non-disabled family members, the cost of coverage will remain at 102% of the full cost of coverage.) Your coverage will be canceled if you fail to pay the entire amount on time.

### **When is my COBRA Coverage Premium Due?**

Your initial premium payment is due within 45 days from your date of election. All subsequent premiums are due on the first day of the month of coverage. There is a 30-day grace period.

### **When Does my COBRA Coverage End?**

The law provides that your COBRA continuation coverage may be terminated for any of the following reasons:

- The SEIB no longer provides group dental coverage.
- The premium for your continuation coverage is not paid on time.
- You become covered after electing continuation coverage under another group plan.

- You extend coverage for up to 29 months due to your disability and there has been a final determination that you are no longer disabled.

In addition, COBRA coverage can be terminated if otherwise permitted under the terms of the SEDP. For example, if you submit fraudulent claims, your coverage will be terminated.

You do not have to show that you are insurable to choose COBRA continuation coverage. However, under the law, you may have to pay all or part of the premium for your COBRA continuation coverage.

There is a grace period of at least 30 days for payment of the regularly scheduled premium.

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

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

### **Keep the SEIB Informed of Address Changes**

To protect your family's rights, you must keep the SEIB informed of any changes in the address of family members. You should also keep a copy for your records of any notices you send to the SEIB.

### **If You Have Any Questions**

Questions concerning your COBRA continuation coverage rights may be addressed by calling the SEIB at 1-866-836-9737 or by mail at the contact listed below. For more information about your COBRA rights, visit the Centers for Medicare & Medicaid Services' (CMS) website at <https://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/COBRA.html>.

### **SEIB Contact Information**

All notices and requests for information should be sent to the following address:

State Employees' Insurance Board  
Attn: COBRA Section  
201 S. Union St., Suite 200  
PO Box 304900  
Montgomery, AL 36130-4900

# Retiree Eligibility and Enrollment Requirements

## Eligible Retired State Employee

A retired employee of the State of Alabama who has at least 10 years of creditable coverage and receives a monthly benefit from the Employees' Retirement System or Teachers' Retirement System of Alabama or Judicial Retirement Fund.

## Eligible Dependent - (see page 2)

## Enrollment/Continuation

A retiring employee may elect coverage under the SESDP by agreeing to have the monthly premium amount (if applicable) deducted from his/her retirement check.

## Open Enrollment

Retired employees who do not elect to continue their coverage under the SESDP may do so during the annual open enrollment held each November for coverage to be effective January 1.

Retirees may elect to add family coverage. Contact the SEIB for details.

## Special Enrollment Period

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires that a special enrollment period be provided in addition to the regular enrollment period for retired employees and eligible dependents if:

- The retired employee declined to enroll in the SESDP; and
- The retiree gains a new dependent through marriage, birth, or adoption; or
- The retiree or dependent loses the other employer group dental coverage because:
  - COBRA coverage (if elected) is exhausted; or
  - loss of eligibility (including separation, divorce, death, termination of employment, or reduction of hours of employment); or
  - employer stopped contributing to coverage; and

A letter requesting special enrollment must be submitted to the SEIB within 60 days of the loss of other coverage or within 60 days of gaining a new dependent, along with a completed enrollment form or status change form if only adding dependents. In addition, the following documentation must be submitted within 60 days of the qualifying event:

- proof of gaining a new dependent (e.g., marriage certificate, birth certificate, adoption papers, etc.); or

- proof of coverage loss listing the reason and the date of the coverage loss for all individuals affected (e.g., employment termination on company letterhead).

## **Survivor Enrollment**

In the event of the death of a retired employee, who carried family coverage, the eligible dependents may continue coverage by making appropriate premium payments to the SEIB. The SEIB must be notified within 90 days of the date of death.

## **General Provisions**

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

The confidentiality of your personal health information is important to the SEIB. Under HIPAA, plans such as this one are generally required to limit the use and disclosure of your protected health information to treatment, payment, and health care operations. This section of this planbook explains some of HIPAA's requirements. Additionally, information is contained in the SESDP's notice of privacy practices at the front of this planbook. You may also request a copy of this notice by contacting the SEIB.

### **Use and Disclosure of Your Personal Health Information**

Southland has an agreement with the SEIB that allows it to use your personal health information for treatment, payment, health care operations, and other purposes permitted or required under HIPAA. By applying for coverage and participating in the SESDP, you agree that the SESDP, and its business associates, may obtain, use, and release all records about you and your minor dependents needed to administer the SESDP or to perform any function authorized or permitted by law. You further direct all persons to release all records about you and your minor dependents needed to administer the plan. If you or any provider refuses to provide records, information, or evidence we request within reason, we may deny your benefit payments. You also agree that we may call you at any telephone number provided to us by you, your employer, or any healthcare provider in accordance with applicable law.

The privacy provisions of HIPAA require that you be notified at least once every three years about the availability of the SEIB's privacy practices [45 CFR 164.520(c)(1)(ii)]. Accordingly, you may obtain a copy for our privacy practices by visiting [www.alseib.org](http://www.alseib.org), or you can request a copy by writing to us at:

State Employees' Insurance Board  
Attn: Privacy Officer  
PO Box 304900  
Montgomery, AL 36130-4900

### **Disclosures of Protected Health Information to the Plan Sponsor**

For your benefits to be properly administered, the SESDP needs to share your protected health information with the plan sponsor (the State of Alabama). The SESDP may disclose your protected health information to the plan sponsor under the following circumstances:

- The SESDP may disclose your PHI to the plan sponsor for plan administrative purposes, as required by law, or as permitted under HIPAA regulations. This is because employees of the plan sponsor perform some of the administrative functions necessary for the management and operation of the SESDP.

The following restrictions apply to the plan sponsor's use and disclosure of your protected health information:

- The plan sponsor will only use or disclose your protected health information for plan administrative purposes, as required by law, or as permitted under HIPAA regulations. See the SESDP's privacy notice for more information about permitted uses and disclosures of protected health information under HIPAA.
- If the plan sponsor discloses any of your protected health information to any of its agents or subcontractors, the plan sponsor will require the agent or subcontractor to keep your protected health information as required by HIPAA regulations.
- The plan sponsor will not use or disclose your protected health information for employment-related actions or decisions or in connection with any other benefit or benefit plan of the plan sponsor.
- The plan sponsor will promptly report to the SESDP any use or disclosure of your protected health information that is inconsistent with the uses or disclosures allowed in this section of this planbook.
- The plan sponsor will allow you or the SESDP to inspect and copy any protected health information about you that is in the plan sponsor's custody and control. HIPAA regulations set forth the rules that you and the SESDP must follow in this regard. There are some exceptions.
- The plan sponsor will amend, or allow the SESDP to amend, any portion of your protected health information to the extent permitted or required under HIPAA regulations.
- With respect to some types of disclosures, the plan sponsor will keep a disclosure log. The disclosure log will go back for six years. You have a right to see the disclosure log. The plan sponsor does not have to maintain the log if disclosures are for certain plan-related purposes, such as payment of benefits or healthcare operations.
- The plan sponsor will make its internal practices, books, and records, relating to its use and disclosure of your protected health information available to the SESDP and to the U.S. Department of Health and Human Services, or its designee.
- The plan sponsor will, if feasible, return or destroy all of your protected health information in the plan sponsor's custody or control that the plan sponsor has received from the SESDP or from any business associate when the plan sponsor

no longer needs your protected health information to administer the SESDP. If it is not feasible for the plan sponsor to return or destroy your protected health information, the plan sponsor will limit the use or disclosure of any protected health information that it cannot feasibly return or destroy to those purposes that make return or destruction of the information infeasible.

The following classes of employees or other workforce members under the control of the plan sponsor may use or disclose your protected health information in accordance with HIPAA regulations that have just been explained:

- Benefits Administration and Operations
- Legal
- Finance

If any of the foregoing employees or workforce members of the plan sponsor use or disclose your protected health information in violation of the rules that are explained above, the employees or workforce members will be subject to disciplinary action and sanctions – which may include termination of employment. If the plan sponsor becomes aware of any such violation, the plan sponsor will promptly report the violation and will cooperate with the plan to correct the violation, to impose appropriate sanctions, and to relieve any harmful effects to you.

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

Following are restrictions that will apply to the plan sponsor's storage and transmission of your electronic protected health information:

- The plan sponsor will have in place appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of your electronic protected health information, as well as to ensure that only those classes of employees or other workforce members of the plan sponsor described above have access to use or disclose your electronic protected health information in accordance with HIPAA regulations.



- If the plan sponsor discloses any of your electronic protected health information to any of its agents or subcontractors, the plan sponsor will require the agent or subcontractor to have in place the appropriate safeguards as required by HIPAA regulations.

The plan sponsor will report to the SEIB any security incident of which it becomes aware in accordance with HIPAA regulations.

### **Responsibility for Actions of Providers of Services**

Southland and the SEIB will not be responsible for any acts or omissions, whether negligent, intentional, or otherwise, by any institution, facility, or individual provider in furnishing or not furnishing any services, care, treatment, or supplies to you. Southland and the SEIB will not be responsible if any provider of service fails or refuses to admit you, or provide services to you. Southland and SEIB are not required to do anything to enable providers to furnish services, supplies, or facilities to you.

### **Misrepresentation**

Any misrepresentation by you in the application for or in connection with coverage under this plan will make your coverage invalid as of your effective date, and in that case, Southland and the SEIB will not be obligated to return any portion of any fees paid by or for you.

### **Obtaining, Use and Release of Information**

By submitting your application for coverage or any claims for benefits you authorize Southland to obtain from all providers, hospitals, facilities, other providers of service, and all other persons or institutions having information concerning you, all records which in its judgment are necessary or desirable for processing your claim, performing our contractual duties or complying with any law. You also authorize providers of health services, and any other person or organization, to furnish to Southland any such records or information it requests.

You authorize Southland to use and release to other persons or organizations any such records and information as considered necessary or desirable in its judgment. Neither Southland nor any provider or other person or organization will be liable for obtaining, furnishing, using, or releasing any such records or information.

### **Responsibility of Members and Providers to Furnish Information**

By applying for coverage or a claim for benefits, you agree that to be eligible for benefits:

- A claim for the benefits must be properly submitted to and received by Southland.

- A provider that has furnished or prescribed any services or supplies to a member must provide the records, information, and evidence Southland requests in connection with benefits claimed or paid for the services or supplies.
- A member who receives services or supplies for which benefits are claimed must provide the records, information, and evidence Southland requests.

Refusal by any member or provider of services to provide Southland records, information, or evidence reasonably requested will be grounds for denial of any further payments of benefits to or for this member or provider.

### **I.D. Card**

An identification card will be provided by Southland.

### **Claim Forms**

Claim forms may be obtained from Southland ([www.SouthlandSEIB.com](http://www.SouthlandSEIB.com)) and may also be downloaded from the SEIB website at [www.alseib.org](http://www.alseib.org).

### **Claims Administrator**

The claims administrator for the Policy is:

Southland Benefit Solutions  
PO Box 1250  
Tuscaloosa, Alabama 35403  
1-866-327-6674

### **Payment and Claim Filing Limitation**

All claims must be submitted in writing and such writing must be received by Southland **no later than 365 days** following the date covered expenses are incurred. If a claim is not submitted and received by Southland within this period, the claim for that benefit will not be paid.

Claim forms must be completed, with proper documentation and certification from the health care provider, upon submission. Failure to provide a completed claim form may cause delays in claims processing and may be cause for the denial of the claim.

Claim forms resubmitted to obtain coverage not normally provided will not be accepted and will be denied.

By submitting a claim for benefits you agree that any determination Southland makes will be final.

## **Incorrect Benefit Payments**

Every effort is made to promptly and correctly process claims. If payments are made to you in error, or to a provider who furnished services or supplies to you, and Southland later determines that an error has been made, you or the provider will be required to repay any overpayment. If repayment is not made, Southland may deduct the amount of the overpayment from any future payment to you or the provider. If this action is taken, Southland will notify you in writing.

## **Fraudulent Claims**

Any person, who knowingly and with intent to defraud any insurance company or other person, files a statement containing any materially false information or conceals any material information, commits a fraudulent insurance act, which is a crime. In addition to any disciplinary action already in place, any employee or retiree knowingly and willfully submitting false information to the SEIB will be required to repay all claims and other expenses related to the false or misleading information.

## **Providers of Services Subject to Contract Provisions**

Any provider of services or supplies for which benefits are claimed or paid will be considered, through acceptance of the benefits or payment, to be bound by this contract's provisions.

## **Benefit Decisions**

By submitting a claim for benefits, you agree that any determination Southland makes in deciding claims will be final.

## **Charges for More than the Allowed Amount**

When benefits for provider services are based on the allowed amount, the amounts of benefit payments are determined and made by Southland upon consideration of the factors described in the definition of the allowed amount. If a provider charges you more than the amount of the allowed amount paid by Southland as benefits, you are responsible for the charges above the allowed amount.

## **Applicable State Law**

This contract is issued and delivered in the state of Alabama and will be governed by the law of Alabama to the extent that state law is applicable.

## **Plan Changes**

The SEIB may amend any or all of the provisions of the SESDP at any time by an instrument in writing.

No representative or employee of Southland is authorized to amend or vary the terms and conditions of the SESDP, make any agreement or promise not specifically contained in the SESDP, or waive any provision of the SESDP.

## **Rescission**

Under the Patient Protection and Affordable Care Act (the ACA), the SEIB cannot rescind your coverage once you are covered under the SESDP unless you perform an act, practice, or omission that constitutes fraud, or unless you make an intentional misrepresentation of material fact as prohibited by the terms of the SESDP. The SEIB must provide at least 30 days' advance written notice to each participant who would be affected before coverage may be rescinded.

A rescission is a retroactive cancellation or discontinuance of coverage. A cancellation of coverage is not a rescission if (a) the cancellation or discontinuance of coverage has only a prospective effect, or (b) the cancellation or discontinuance of coverage is effective retroactively due to a failure to timely pay required premiums or contributions towards the cost of coverage.

## **Customer Service**

If you have questions about your coverage or need additional information about how to file claims, you should contact Southland. Southland Customer Service (located in Tuscaloosa) is open for phone inquiries Monday through Friday, from 8:00 a.m. to 5:00 p.m. The phone number is 1-866-327-6674.

## Coordination of Benefits

Coordination of Benefits (COB) is a provision designed to help manage the cost of dental care by avoiding duplication of benefits when a person is covered by two or more benefit plans. COB provisions determine which plan is primary and which is secondary.

A primary plan is one whose benefits for a person's dental care coverage must be determined first without considering the existence of any other plan.

A secondary plan is one that takes into consideration the benefits of the primary plan before determining benefits available under its plan.

Some COB terms have defined meanings. These terms are set forth at the end of this COB section.

### Order of Benefit Determination

Which plan is primary is decided by the first rule below that applies:

#### Non-compliant Plan

If the other plan is a non-compliant plan, then the other plan shall be primary and this plan shall be secondary unless the COB terms of both plans provide that this plan is primary.

#### Employee/Dependent

The plan covering a patient as an employee, member, subscriber, or contract holder (that is, other than as a dependent) is primary over the plan covering the patient as a dependent. In some cases, depending upon the size of the employer, Medicare secondary payer rules may require us to reverse this order of payment. This can occur when the patient is covered as an inactive or retired employee, is also covered as a dependent of an active employee, and is also covered by Medicare. In this case, the order of benefit determination will be as follows: first, the plan covering the patient as a dependent; second, Medicare; and third, the plan covering the patient as an inactive or retired employee.

#### Dependent Child – Separated or Divorced Parents

If two or more plans cover the patient as a dependent child of parents who are divorced, separated, or no longer living together (regardless of whether they have ever been married), benefits are determined in this order:

1. If there is no court decree allocating responsibility for the child's dental care expenses or dental care coverage, the order of benefits for the child are as follows:
  - a) first, the plan of the custodial parent;

- b) second, the plan covering the custodial parent's spouse;
  - c) third, the plan covering the non-custodial parent; and
  - d) last, the plan covering the non-custodial parent's spouse.
2. If a court decree states that a parent is responsible for the dependent child's dental care expenses or dental care coverage and the plan of that parent has actual knowledge of those terms, the plan of the court-ordered parent is primary.

If the court-ordered parent has no dental care coverage for the dependent child, benefits will be determined in the following order:

- a) first, the plan of the spouse of the court-ordered parent;
- b) second, the plan of the non-court-ordered parent; and
- c) last, the plan of the spouse of the non-court-ordered parent. If a court decree states that both parents are responsible for the dependent child's dental care expenses or dental care coverage, the provisions of "Dependent Child – Parents Not Separated or Divorced" (the "birthday rule") above shall determine the order of benefits.

If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the dental care expenses or dental care coverage of the dependent child, the provisions of the "birthday rule" shall determine the order of benefits.

3. For a dependent child covered under more than one plan of individuals who are not the parents of the child, the order of benefits shall be determined, as applicable, under the "birthday rule" as if those individuals were parents of the child.

### **Active Employee or Retired or Laid-Off Employee**

The plan that covers a person as an active employee (that is, an employee who is neither laid off nor retired) or as a dependent of an active employee is the primary plan. The plan covering that same person as a retired or laid-off employee or as a dependent of a retired or laid-off employee is the secondary plan.

- 1. If the other plan does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule is ignored.
- 2. This rule does not apply if the rule in the paragraph "Employee/Dependent" above can determine the order of benefits. For example, if a retired employee is covered under his or her own plan as a retiree and is also covered as a dependent under an active spouse's plan, the retiree plan will be primary and the spouse's active plan will be secondary.

## **COBRA or State Continuation Coverage**

1. If a person whose coverage is provided under COBRA or under a right of continuation pursuant to state or other federal law is covered under another plan, the plan covering the person as an employee, member, subscriber, or retiree or covering the person as a dependent of an employee, member, subscriber, or retiree is the primary plan and the plan covering that same person under COBRA or under a right of continuation pursuant to state or other federal law is the secondary plan.
2. 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 rule is ignored.
3. This rule does not apply if the rule in the paragraph "Employee/Dependent" above can determine the order of benefits. For example, if a former employee is receiving COBRA benefits under his former employer's plan (the "COBRA plan") and is also covered as a dependent under an active spouse's plan, the COBRA plan will be primary and the spouse's active plan will be secondary. Similarly, if a divorced spouse is receiving COBRA benefits under his or her former spouse's plan (the "COBRA plan") and is also covered as a dependent under a new spouse's plan, the COBRA plan will be primary and the new spouse's plan will be secondary.

## **Longer/Shorter Length of Coverage**

If the preceding rules do not determine the order of benefits, the plan that covered the person for the longer period of time is the primary plan and the plan that covered the person for the shorter period of time is the secondary plan.

## **Equal Division**

If the plans cannot agree on the order of benefits within thirty (30) calendar days after the plans have received all of the information needed to pay the claim, the plans shall immediately pay the claim in equal shares and determine their relative liabilities following payment, except that no plan shall be required to pay more than it would have paid had it been the primary plan.

## **Determination of Amount of Payment**

1. If this plan is primary, it shall pay benefits as if the secondary plan did not exist.
2. If our records indicate this plan is secondary, we will not process your claims until you have filed them with the primary plan and the primary plan has made its benefit determination.

If this plan is a secondary plan on a claim, should it wish to coordinate benefits (that is, pay benefits as a secondary plan rather than as a primary plan concerning that claim), this plan shall calculate the benefits it would have paid on the claim in the absence of other healthcare coverage and apply that calculated amount to any

allowable expense under its plan that is unpaid by the primary plan. When paying secondary, this plan may reduce its payment by the amount so that, when combined with the amount paid by the primary plan, the total benefits paid or provided by all plans for the claim do not exceed 100 percent of the total allowable expense for that claim. In addition, the secondary plan shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of other healthcare coverage. In some instances, when this plan is a secondary plan, it may be more cost-effective for the plan to pay on a claim as if it were the primary plan. If the plan elects to pay a claim as if it were primary, it shall calculate and pay benefits as if no other coverage were involved.

## **COB Terms**

**Allowable Expense:** Except as set forth below or where a statute requires a different definition, the term “allowable expense” means any dental care expense, including coinsurance, copayments, and any applicable deductible that is covered in full or in part by any of the plans covering the person.

The term “allowable expense” does not include the following:

- An expense or a portion of an expense that is not covered by any of the plans.
- Any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a covered person.
- Any type of coverage or benefit not provided under this plan. In addition, the term “allowable expense” does not include (a) the amount of any reduction in benefits under a primary plan because the covered person failed to comply with the primary plan’s provisions concerning second surgical opinions or precertification of admissions or services, or (b) the covered person had a lower benefit because he or she did not use an in-network dentist.

**Birthday:** The term “birthday” refers only to month and day in a calendar year and does not include the year in which the individual is born.

**Custodial Parent:** The term “custodial parent” means:

- A parent awarded custody of a child by a court decree; or
- In the absence of a court decree, the parent with whom the child resides for more than one half of the calendar year without regard to any temporary visitation.

**Group-Type Contract:** The term “group-type contract” means a contract that is not available to the general public and is obtained and maintained only because of membership in or a connection with a particular organization or group, including blanket coverage. The term does not include an individually underwritten and issued guaranteed renewable policy even if the policy is purchased through payroll deduction



at a premium savings to the insured since the insured would have the right to maintain or renew the policy independently of continued employment with the employer.

**Noncompliant Plan:** The term “non-compliant plan” means a plan with COB rules that are inconsistent in substance with the order of benefit determination rules of this plan. Examples of non-compliant plans are those that state their benefits are “excess” or “always secondary.”

**Plan:** The term “plan” includes group insurance contracts, health maintenance organization (HMO) contracts, closed panel plans or other forms of group or group-type coverage (whether insured or uninsured); dental care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.

The term “plan” does not include non-group or individual health or medical reimbursement insurance contracts. The term “plan” also does not include hospital indemnity coverage or other fixed indemnity coverage; accident-only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

**Primary Plan:** The term “primary plan” means a plan whose benefits for a person's dental care coverage must be determined without considering the existence of any other plan. A plan is a primary plan if:

- The plan either has no order of benefit determination rules, or its rules differ from those permitted by this provision; or
- All plans that cover the person use the order of benefit determination rules required by this provision, and under those rules, the plan determines its benefits first.

**Secondary Plan:** The term “secondary plan” means a plan that is not a primary plan.

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

Certain facts about dental care coverage and services are needed to apply these COB rules and to determine benefits payable under this plan and other plans. We may get the facts we need from or give them to other organizations or persons to apply these rules and determine benefits payable under this plan and other plans covering the person claiming benefits. We are not required to tell or get the consent of any person to do this. Each person claiming benefits under this plan must give us any facts we need to apply these COB rules and to determine benefits payable as a result of these rules.

## **Facility of Payment**

A payment made under another plan may include an amount that should have been paid under this plan. If it does, we may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under this plan. We will not have to pay that amount again. The term “payment made” includes providing benefits in the form of services, in which case “payment made” means the reasonable cash value of the benefits provided in the form of services.

## **Right of Recovery**

If the amount of the payments made by us is more than we should have paid under this COB provision, we may recover the excess from one or more of the persons it has paid to 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 person. The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.

## **Special Rules for Coordination with Medicare**

Except where otherwise required by federal law, the plan will pay benefits on a secondary basis to Medicare or will pay no benefits at all for services or supplies that are included within the scope of Medicare's coverage, depending upon, among other things, the size of your group, whether your group is a member of an association, and the type of coordination method used by your group. For example, if this plan is secondary to Medicare under federal law, this plan will pay no benefits for services or supplies that are included within the scope of Medicare's coverage if you fail to enroll in Medicare when eligible.

# Subrogation

## Right of Subrogation

If Southland pays or provides any benefits for you under the SESDP, we are subrogated to all rights of recovery that you have in contract, tort, or otherwise against any person or organization for the amount of benefits Southland has paid or provided. Southland may use your right to recover money from that other person or organization. Your right to be made whole is superseded by our right of subrogation.

## Right of Reimbursement

Separate from and in addition to the right of subrogation, if you or a member of your family recovers money from the other person or organization for any injury or condition for which benefits were provided, you agree to reimburse the SESDP from the recovered money the amount of benefits we have paid or provided. That means that you will pay to Southland the amount of money recovered by you through judgment or settlement from the third person or his insurer, as well as from any person, organization, or insurer, up to the amount of benefits paid or provided by us. Our right to reimbursement comes first even if others have paid for part of your loss or if the payment you receive is for, or is described as for, your damages (such as for personal injuries) other than health or dental care expenses, or if the member recovering the money is a minor.

## Right to Recovery

You agree to promptly furnish Southland all information that you have concerning your rights of recovery or recoveries from other persons or organizations and to fully assist and cooperate with Southland in protecting and obtaining our reimbursement and subrogation rights in accordance with this Section. You may receive questionnaires requesting more information. Any member who has not responded within 30 days of receiving three questionnaires will have their claims suspended until they have complied with the questionnaire.

You or your attorney will notify us before filing any suit or settling any claim to enable us to participate in the suit or settlement to protect and enforce our rights under this section. If you do notify us so that we can and do recover the amount of our benefit payments for you, we will share proportionately with you in any attorney's fees charged you by your attorney for obtaining the recovery. If you do not give Southland such notice, our reimbursement or subrogation recovery under this section will not be decreased by any attorney's fee for your attorney.

You further agree not to allow our reimbursement and subrogation rights under this section to be limited or harmed by any other acts or failures to act on your part. It is understood and agreed that if you do, Southland may suspend or terminate payment or provision of any further benefits for you under the SESDP.

## **Southland Appeal Process**

In the event payment of a claim is denied by Southland and you believe such denial was improper, you have the right of appeal. The appeal procedure is as follows:

- To appeal, you must submit a request for review, in writing, to Southland within 60 days from the date of the notice from Southland denying payment of a claim. This request must contain the specific reasons you contend the claim denial was improper. Within the same time period, you may submit any other evidence in support of your position.
- Southland will review the request and advise you of its final determination. The Southland decision will be final and will exhaust all administrative remedies.

# SEIB Appeal Process

## General Information

Issues involving eligibility and enrollment should be addressed directly with the SEIB through the appeal process outlined below. However, all issues regarding benefit determinations should be addressed through the Southland appeal process. The following issues will not be reviewed under the SEIB appeal process:

- Medical Necessity
- Investigational Related Services
- Cosmetic Surgery
- Custodial Care
- Allowed Amounts

**Note:** Medical decisions will not be questioned.

All requests must be sent to the following address:

State Employees' Insurance Board  
Attention: Legal Department  
P.O. Box 304900  
Montgomery, Alabama 36130-4900

## Informal Review

If you feel an enrollment or eligibility decision was not in conformity with SEIB rules, policies, or procedures, you may request an informal review. In many cases, the issue can be resolved over the phone without the need for an administrative review or formal appeal. A request for an informal review must be received by the SEIB within 60 days from the date of an adverse decision by the SEIB. Untimely requests will be denied.

## Administrative Review

If you are unsatisfied with the informal review decision, you may then request an administrative review. All requests for administrative review must be received by the SEIB within 60 days from the date of the informal review decision. Untimely requests will be denied. If the SEIB determines that an administrative review is appropriate, you will be sent an SEIB administrative review form to complete and return. A copy of the initial adverse determination and informal review decision must be submitted with the administrative review form. The administrative review committee will review the request, usually within 60 days. Oral arguments will not be considered unless approved by the SEIB. The administrative review committee will issue a decision in writing to all parties involved in the review.

## **Formal Appeal**

If you do not agree with the administrative review decision, you may file a request for a formal appeal before the Board of Directors. Requests for a formal appeal must be received by the SEIB within 60 days following the date of the administrative review committee's decision. Untimely requests will be denied. Oral arguments will not be considered unless approved by the SEIB. If your request for a formal appeal is granted, generally, a decision will be issued within 90 days following approval of the request for a formal appeal. The number of days may be extended by notice from the SEIB. If you have not received a decision or notice of extension within 90 days, you may consider your appeal denied. The Board's decision is the final step in the SEIB appeal process and will exhaust all administrative remedies.

The subject of a formal appeal shall be limited to exclusions or exceptions to eligibility, enrollment, or coverage based on extraordinary circumstances, or policy issues not previously addressed or contemplated by the Board.

# Dental Benefits Program

## Plan Summary

### Dental Benefit Schedule

|  | <b>Plan I</b><br>(Employee Only) | <b>Plan II</b><br>(Employee & Full Family) |
|--|----------------------------------|--|
| <b>Maximum benefits applicable per person per plan year:</b> | \$1,250.00                       | \$1,000.00                                 |
| <b>Diagnostic &amp; Preventative Services*:</b>              |                                  |  |
| Deductible   | None                             | None                                       |
| Oral Examinations  | 100%                             | 100%                                       |
| Cleaning of Teeth  | 100%                             | 100%                                       |
| Fluoride Applications for children                           | None                             | 100%                                       |
| Space Maintainers for children                               | None                             | Limited                                    |
| X-Rays   | 100%                             | 100%                                       |
| Emergency Office Visits                                      | 100%                             | 100%                                       |
| Sealants   | None                             | 100%                                       |
| <b>Basic &amp; Medical Services*:</b>                        |                                  |  |
| Deductible   | None                             | \$25.00                                    |
| Fillings   | 80%                              | 60%  |
| General Anesthetics  | 80%                              | 60%  |
| Oral Surgery   | 80%                              | 60%  |
| Periodontics   | 80%                              | 60%  |
| Endodontics  | 80%                              | 60%  |
| Dentures   | 80%                              | 60%  |
| Crowns   | 80%                              | 60%  |

\*Based on Reasonable & Customary Charges

## **NO ORTHODONTIC BENEFITS**

- Space maintainers are limited to \$125.00 per unit.
- Deductibles are applied per person, per plan year with a maximum of three per family.
- Oral surgery excludes any procedures covered under a group medical program.
- Expenses are incurred at the preparation date and not the installation, service, or “seating” date.
- Benefits are not provided for temporary partials.

## **Covered Dental Expenses**

Charges of a dentist or medical doctor which an employee is required to pay for services which are necessary for the diagnosis, prevention, or treatment of a dental condition, but only to the extent that such charges are reasonable and customary, and only if rendered in accordance with broadly accepted standards of dental practice.

Expenses are incurred at the preparation date and not the installation, service, or “seating” date.

**The maximum benefits applicable per person, per plan year, are Plan I (employee) \$1,250.00, Plan II (employee and full family) \$1,000.00.**

## **Reasonable and Customary Charges**

The term “reasonable and customary charges” means the actual fee charged by a dentist in Alabama for a service rendered, but only to the extent the fee is reasonable, taking into consideration the following items:

The usual fee which the individual dentist in Alabama most frequently charges the majority of his patients for service rendered;

The prevailing range of fees charged in the same areas by dentists in Alabama of similar training and experience for service rendered; and

Circumstances or complications requiring additional time, skill, and experience.

## **Diagnostic and Preventive Expenses**

This plan will pay all reasonable and customary charges for:

Oral examinations and office visits, but not more than two examinations or office visits in a plan year. An examination and office visit are synonymous for this benefit. This category includes procedures performed by a dentist that aid in making diagnostic conclusions about the oral health of the individual patient and the dental care required. This limitation would not apply to emergency office visits.



Prophylaxis includes cleaning and scaling of teeth, but not more than two times in a plan year. Charges for this type of treatment performed by a licensed dental hygienist are also included if rendered under the supervision of a licensed dentist.

Topical application of fluoride: Benefits are provided to cover the topical application of fluoride for two treatments per plan year. Benefits are available to insured persons to age 19.

Space maintainers are fixed or removable appliances designed to prevent adjacent and opposing teeth from moving, and/or that replace prematurely lost or extracted teeth. Coverage is for charges incurred to maintain existing space. Benefits are available to insured persons to age 14. Benefits are limited to \$125.00 per space maintainer unit. However, no benefits will be provided for the replacement of lost space maintainer units or replacement of outgrown space maintainer units which have been prescribed during the same plan year.

X- rays: Dental x-rays including full mouth x-rays, but not more than once in any 36 consecutive months. Supplementary bitewing x-rays, but not more than twice in a plan year.

Sealants: Pit and fissure sealants are the prophylactic application of composite resin material to cavity-prone enamel pits and fissures. Benefits are provided for covered individuals to age 19. Limited to a one-time basis, per tooth.

### **Other Covered Dental Expenses**

This plan will pay the percentage of reasonable and customary charges as shown in the Dental Benefits Schedule for the following:

Restorations, which include fillings, inlays, onlays, crowns, and the treatment necessary to restore the structure of a tooth or teeth. Benefits are provided for a replacement of gold or crown restoration if the restoration was installed while covered under this plan and at least five years prior to this replacement.

Multiple restorations on one tooth will be paid on the same basis as a multiple surface restoration rather than as an individual restoration. Bonding will be considered equal to crowning with acceptance and replacement restrictions the same.

Endodontics: Procedures used for the prevention and treatment of diseases of the dental pulp and the surrounding structures.

General Anesthesia: when medically necessary and administered in connection with oral surgery.

Periodontics: Procedures for the treatment of the gum and tissue supporting the teeth.

Oral Surgery: Procedures performed in or about the mouth which involve, but are not limited to, the incision and excision procedures for the correction of disease, injury, or preparation of the mouth for dentures. Dental surgery includes charges for the removal of teeth.

- Prosthodontics: Services performed to replace one or more teeth except for third molars (wisdom teeth). The plan will not cover replacement of existing bridgework or dentures; however, the plan will cover the installation of a permanent full denture that replaces or is installed within 12 months of a temporary denture, repairing or recementing inlays, crowns, bridgework, dentures, or relining of dentures. The plan will also cover the replacement of an existing partial by a new partial; replacement of a full denture or bridgework; or the addition of teeth to an existing denture or bridgework, but only if: The existing denture or bridgework was provided while coverage under this plan was in effect, the existing denture or bridgework is at least five years old and cannot be made serviceable.

No benefits shall be provided under the plan for dental services concerning congenital malformations or primarily for cosmetic or aesthetic purposes.

### **Pre-Determination of Benefits**

Before beginning a course of treatment for which dentists' charges are expected to be \$150.00 or more, a description of the proposed course of treatment and charges to be made should be filed on the claim form with Southland. Southland will then determine the estimated benefits payable for covered dental expenses expected to be incurred and advise the employee and the dentist before treatment begins. Services must be completed within a reasonable length of time from the date predetermination was processed.

Emergency treatments, oral examinations including prophylaxis and dental x-rays are considered part of a course of treatment, but these services may be rendered before the predetermination of benefits procedure is begun.

A course of treatment is a planned program of one or more services or supplies, whether rendered by one or more dentists for the treatment of a dental condition diagnosed by the attending dentist as a result of an oral examination. The course of treatment commences on the date a dentist first renders a service to correct or treat such diagnosed dental condition.

After the course of treatment is completed, the Plan benefit shall be paid in accordance with the final claim submitted by the dentist. In the event of any change in the final claim or treatment, Southland shall adjust payment accordingly. In the event the dentist makes a major change in the treatment plan, the dentist should send in a revised plan.

In the event there is no claim for a predetermination of benefits, the benefit will be paid based upon the information submitted to Southland at the time of the claim.

### **Alternate Procedures**

When it is determined that several methods of treatment exist to treat a particular problem, then benefits will be paid based on the least costly scheduled amount so long as the result meets generally accepted dental standards. Unless prior written consent is received from Southland, dental benefits are limited to the least costly procedure.

### **DentaNet Benefits**

The dental coverage administered by Southland will offer a dental network to members and dependents enrolled in the dental plan. Under the Southland dental network, known as “DentaNet”, members have the opportunity to use the network dentists but still have the freedom to use any dentist. DentaNet dentists cannot balance bill you for the difference between the negotiated fee schedule and what they normally charge. On services requiring you to pay a coinsurance fee, the coinsurance payment will be based on a negotiated fee. The SEIB and its members save money when DentaNet dentists are used.

### **Extension of Dental Benefits**

Even though the coverage for an enrolled member has terminated, the member will be entitled to extended coverage for the completion of any dental service for which a treatment plan has been approved by the administrator, provided that the services are completed within 30 days of such approval.

### **Dental Exclusions**

No benefits are payable for certain charges, including but not limited to charges for:

- Expenses incurred by or on account of an individual prior to such persons effective date of coverage under the plan.
- Work done for appearance (cosmetic) purposes. Facing on crowns and pontics posterior to the second bicuspid, are always considered to be cosmetic.
- Work performed while not covered under this plan.
- Services or supplies in connection with orthodontia except for extractions.
- Extra sets of dentures or other appliances.
- Broken appointment.
- Replacing lost or stolen prosthetic appliances.

- Completion of claim forms or filing of claims.
- Educational or training programs, dietary instructions, plaque control programs, and oral hygiene information.
- Implantology (implants).
- Periodontal splinting.
- Work covered under the group hospital medical indemnity plan.
- Experimental procedures.
- Drugs or their administration.
- Anesthetic services billed by anyone other than the attending dentist or his assistant.
- Services and supplies not ordered by a dentist or physician and not reasonably necessary for treatment of injury or dental disease.
- Appliances, restorations, and procedures to alter vertical dimension including, but not limited to harmful habits.
- Services, appliances, or supplies that exceed the reasonable and customary charges in Alabama.
- Treatment of an accident related to employment or sickness if either or both are covered under Workers' Compensation or similar laws.
- Work that is otherwise free of charge to patients or charges that would not have been made if there were no insurance.
- Work that is furnished or payable by the Armed Forces of any government.
- Services or supplies furnished by the United States, state, or local government.

- Services received for injuries or sickness due to war or any act of war, whether declared or undeclared, which war or act of war shall have occurred after the effective date of this plan.
- Expenses to the extent of benefits provided under any employer group plan other than this plan in which the state of Alabama participates in the cost thereof.
- Such other expenses as may be excluded by regulations of the board.
- Gold foil restorations.
- Pulp capping or acid etching as a separate procedure.
- Dental services concerning congenital malformations or primarily for cosmetic or aesthetic purposes.
- Periodontal cleaning aids or devices.
- Specific charges for infection control and/or protection supplies, including but not limited to, gloves, masks, gowns, shoes, or other items.
- Microscopic bacteriological examinations.
- Antimicrobial irrigation.
- Temporomandibular joint (TMJ) disorders.
- Benefits are not provided for temporary partials.
- Expenses for which the individual is not required to make payment, including but not limited to, reductions or readjustments to the charges made by the health care provider.
- All claims not submitted in writing, not completed, without the requisite certification of the health care provider, or received by Southland more than 365 days following the claim incurrence.
- Hospital expenses for dental work performed in the hospital.





## **State Employees' Insurance Board**

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