

# Tufts University

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## Retiree Dental Benefits Plan

**Effective Date**

**January 1, 2009**

The University reserves the right to amend this Plan at any time without the consent of any eligible employee, participant or dependent. Although the University expects to continue the Plan indefinitely, it is not legally bound to do so, and it reserves the right to terminate the Plan coverage at any time without liability.

**TUFTS UNIVERSITY  
 RETIREE DENTAL BENEFITS PLAN  
 SUMMARY PLAN DESCRIPTION**

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## INTRODUCTION

Tufts University is happy to offer you and your eligible family members' retiree dental coverage through Delta Dental. Every effort has been made to describe the Tufts University Retiree Dental Plan (the "Plan") accurately, completely and in easy-to-read language. This booklet provides an overview of Tufts University's requirements for participation in the Plan and is intended to be a brief summary.

Please refer to the related description of benefits (Attachment A to this booklet) and your subscriber certificate for complete details on specific benefit coverage, definitions, exclusions and limitations. These are important documents that are incorporated by reference herein.

To achieve the highest degree of coverage in the event of any injury or illness, as well as allowing you to manage your dental care expenses, you must follow the predefined terms and conditions of the dental plan. Remember that if these provisions are not followed as described, benefits may be reduced or denied.

If there is any question or discrepancy between this booklet and the Plan's formal legal documents, the latter will govern.

## ELIGIBILITY

### For Yourself

If you retire **and are enrolled in** post retirement medical coverage, you may elect post retirement dental coverage when you first retire or during the yearly Open Enrollment period.

If you retire and **are not enrolled in** post retirement medical coverage, you may elect Retiree dental coverage when you first retire. If you do not enroll at that time, you will not be eligible to join the Plan in the future.

You "retire" for purposes of eligibility if you terminate employment with the University at or after age 60 or your age plus years of service with the University equals at least 75.

### For Your Eligible Dependents

Your dependents eligible for Plan coverage include your spouse; your same-sex domestic partner; and your unmarried children or children of unmarried dependents (*if the retiree has guardianship rights*) up to age 26 or for two years past the loss of Federal tax-dependent status, whichever occurs first. Dependents are eligible to participate at the same time or times that apply to you.

*In this booklet, the term "dependent" will refer to a spouse, a same-sex domestic partner, unmarried eligible children, and children of unmarried eligible children.*

## ENROLLMENT

You and your dependents, if eligible, may enroll for Retiree dental benefits under the Plan when you first retire by completing the forms sent to you within 30 days.

If you and your eligible dependents do not enroll in coverage under the Plan at the time of your retirement, you will be able to join the plan during annual Open Enrollment **only if you are enrolled in Tufts University post retirement medical coverage. If you or your eligible dependents are not enrolled in Retiree health insurance coverage, and do not enroll for dental coverage at the time of your retirement, you and your dependents will irrevocably forfeit any right to participate in dental coverage under the Plan thereafter.**

## RETIREE DENTAL BENEFITS

The Retiree dental benefits available to eligible retirees and their eligible dependents are described in Attachment A to this document.

## EFFECTIVE DATE

Coverage will coincide with your retirement date or, if you elect coverage during an Open Enrollment period, January 1 of the following year.

## COST

Premiums are determined annually (by Tufts University in its sole discretion) and are fully paid by the retiree.

## WHEN COVERAGE ENDS

Coverage for you and your eligible dependents under the Tufts University Retiree Dental Plan ends on the earliest of the following dates:

- The date the Plan terminates;
- The date you fail to pay required contribution for coverage by the applicable date, however, **if your coverage ends for one of these reasons, and you are not enrolled in Retiree health insurance coverage, you cannot subsequently re-enroll in the Plan;**
- The date of your death; however, your eligible dependents shall continue to be covered under the Plan, as long as they meet the Plan's eligibility requirements and their coverage does not end for one of the reasons listed here; or
- If your dependents are no longer eligible for coverage because of a divorce or because of reaching the limiting age of 26, they may be eligible to continue coverage under COBRA for up to 36 months by paying the entire cost, plus an administrative fee, for coverage.

## **CLAIM PROCEDURES AND APPEALS**

Under certain circumstances, you may be required to file a claim form to obtain benefits. Under other circumstances, dental providers will submit claims for you. If any benefits under the Plan are denied, you have the right to request a full fair review of your claim within the timeframes set out in the claims procedures. If you believe you are incorrectly denied all or part of your benefits, you may appeal the Plan Administrator's decision.

Please refer to Attachment A to this booklet for a summary of claim procedures and appeal processes for the Plan.

## **SUBROGATION AND RIGHT OF REIMBURSEMENT**

The purpose of the Plan is to provide retiree dental coverage for qualified dental expenses that are not covered by a third party. If the Plan pays benefits for any claim you incur as the result of negligence, willful misconduct or other action or omission of a third party, the Plan will be subrogated to all your rights of recovery. Subrogation applies if you have a legal right to payment from an individual or organization because another party was responsible for your illness or injury. You will be required to reimburse the Plan for amounts paid for claims out of any monies recovered from a third party, including, but not limited to, your own insurance company as the result of judgment, settlement, or otherwise. In addition, you will be required to assist the Plan in enforcing these rights and may not negotiate any agreements with a third party or engage in any other conduct that would undermine the subrogation rights of the Plan.

In addition, the Plan is entitled to reimbursement of any claim paid for which you receive compensation from a third party, other than a family member, for dental expenses that have been paid by the Plan. This is true even if the payment you receive is described as payment for non-dental care expenses, for example, attorney's fees and expenses. If you do not provide the Plan with necessary documents, your claim can be denied.

You must notify the Plan immediately if you begin settlement negotiations with or obtain a judgment against a third party in connection with an accident or injury for which benefits have been paid by the Plan. The Plan may offset any further payments by the amounts it was unable to recover from a third party who made payments in connection with an accident or injury.

## **COBRA**

Under Federal law, certain participants are entitled to continue coverage under the Plan in certain circumstances where coverage might otherwise end. Your eligible dependent(s) may be able to elect COBRA and continue coverage for a limited period of time if your dependent experiences a qualifying event, such as divorce, legal separation, or loss of dependent status (that is, reaching age 26 or, if earlier, 2 years after losing Federal tax-dependent status). If such an event occurs, you or your dependent must contact the Human Resources Benefits Office **within 60 days** of the

occurrence of such event. Once the Human Resources Benefits Office has been notified, information regarding COBRA rights will be provided. If your dependent is eligible to elect COBRA coverage and wishes to do so, he or she must elect COBRA coverage within 60 days after the later of the date of the termination of coverage or the date the COBRA notice to elect to continue coverage is provided. The cost of COBRA coverage will be 100% of the cost of coverage, plus an additional 2% administration fee. Once COBRA is elected, you and/or your dependent(s) will then have an additional 45 days to make the required initial payment for COBRA coverage. If COBRA continuation coverage is elected, it will continue for up to 36 months. However, COBRA coverage shall end earlier than 36 months if your dependent becomes covered under another group dental plan, required premiums are not paid within 45 days of the due date (for the initial premiums) and within 30 days of the due date (for subsequent premiums), or the Plan is terminated.

You and your dependents also may be able to elect COBRA and continue coverage for a specified period in the unlikely event of Tufts University's bankruptcy. In this case, coverage for you will continue for up to your date of death and, for your dependents, up to 36 months after your date of death. COBRA coverage may end earlier, however, for the reasons described above.

## **OTHER INFORMATION**

The following section contains information provided to you by the Plan Administrator of the Plan to meet the requirements of the Employee Retirement Income Security Act of 1974. All inquiries relating to the following information should be referred directly to the Plan Administrator.

**Plan Name:** Tufts University Retiree Dental Plan

**Plan Number:** 603

**Employer Number:** 04-2103634

**Plan Sponsor:** Tufts University  
Human Resources Benefits Office  
200 Boston Avenue  
Medford, MA 02155  
617.627.3270

**Plan Administrator:** Tufts University  
Human Resources Benefits Office  
200 Boston Avenue  
Medford, MA 02155  
617.627.3270

The administration of the Plan shall be under the supervision of the Plan Administrator. To the fullest extent permitted by law, the Plan Administrator shall have the discretion to determine all matters including, but not limited to eligibility, coverage, cost, and benefits under the Plan, and shall have the discretion to determine all matters relating to the interpretation and operation of the Plan. Any determination made by the Plan Administrator shall be final and binding, in the absence of clear and convincing evidence that the Plan Administrator acted arbitrarily and capriciously.

**Type of Welfare Plan:**

The Plan is a group dental plan covering only retirees and their dependents.

**Plan Year:**

The Plan's records are kept on a calendar year ending each December 31.

**Administration of Plan:**

The Plan is directly administered by the Plan Administrator. The sponsor also has contracted with the following third party administrator for day-to-day operation of the Plan:

Crosby Benefits Systems, Inc.  
27 Christina Street  
Newton MA 02461  
1.800.462.2235

**Agent for Service of Legal Process:**

The Plan Administrator is the designated agent for service of legal process on the Plan. In addition, if a dispute arises over post retirement dental benefits under the Plan, legal process may be made upon any trustee of the Post Retirement Dental Plan.

**Plan Amendment:**

Tufts University has established the Plan with the expectation that it will be continued indefinitely, but Tufts University shall not have any obligation whatsoever to maintain the Plan for any given length of time. Tufts University shall at any time, at its discretion, amend or terminate the Plan, in whole or in part, with respect to any or all of its provisions, including but not limited to, participants' and/or beneficiaries' benefits. No vested rights of any nature are provided under the Plan.

**QMCSO:**

Procedures relating to Qualified Medical Child Support Orders (QMCSOs) can be obtained from the Plan Administrator without charge.

## **YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)**

As a participant in the Tufts University Retiree Dental Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office, all plan documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room at the Employee Benefits and Security Administration;
- Obtain copies of all documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500) and updated summary plan descriptions and other plan information upon written request to the Plan Administrator. The Administrator, may make a reasonable charge for the copies;
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to make available to each participant a copy of this summary financial report.
- Continue group dental coverage as described in this document.

In addition to creating rights for plan participants, ERISA imposes duties upon people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries.

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

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this is done, to obtain copies of documents relating to the decision, without charge, and to appeal any denial, all within certain time periods.

Under ERISA, there are steps you can take to enforce these rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the Administrator's control.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a Medical Child Support Order, you may file suit in federal court. If it should happen that the plan fiduciaries misuse the plan's

money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the EBSA.

### **Protecting the Privacy of Your Health Information:**

Under the Privacy Regulations of the Health Insurance Portability and Accountability Act (“HIPAA”), the Plan is a “covered entity” and is subject to the requirements of the Privacy Regulations published by the U.S. Department of Health and Human Services under HIPAA (“The Privacy Rule”) which place limits on how your health information may be used or disclosed. These include limits on how and when plan information may be shared with University, as the plan sponsor and your employer. The following provisions describe how the Plan may use and disclosure your protected health information (“PHI”). These provisions are consistent with HIPAA’s Privacy Rule requirements.

- (a) The Plan cannot use or disclose your PHI other than as permitted or required by this Plan or as permitted or required by the Privacy Rule. However, the Plan may use or disclose your PHI for the following purposes, provided that the Plan does not use or disclose more PHI than is necessary for the intended purpose:
  - (i) The Plan may use or disclose your PHI with your valid Authorization. For this purpose, an Authorization is your permission to use your PHI for a specific purpose or to disclose your PHI, for specific purposes, to another party.
  - (ii) The Plan may use or disclosure your PHI without your Authorization for treatment, payment or health care operations.

(A) Payment includes activities by the Plan to determine or fulfill its responsibility for to provide coverage and/or benefits to you.

(B) Health care operations include activities to manage and operate the Plan, as defined by the Privacy Rule.

- (iii) PHI may be disclosed to another party, known as a “Business Associate”, such as *Delta Dental*, if that other party agrees by contract to limit its use and disclosure of PHI to comply with the provisions of the Privacy Rule.
- (iv) Summary health information may be disclosed to the University, as the plan sponsor, for the purpose of obtaining premium bids for the Plan or for modifying, amending or terminating the Plan. Summary Health Information is information that summarizes claims expenses and claims history and generally cannot be used to identify any particular *member*.
- (v) PHI that does not identify any *member* may be disclosed for any purpose.

2. Before the Plan discloses any PHI to the University, as plan sponsor, the University will certify that the Plan has been amended to incorporate the provisions set forth in Section 3. below and that the University agrees to comply with such provisions.

- 3. (a) The University agrees (i) to abide by the terms of the Plan regarding the permitted and required uses and disclosures of PHI and (ii) to comply with the Privacy Rule regarding the required use and disclosure of PHI.
- (b) The University shall ensure that any agent or subcontractor to whom it provides PHI received from the Plan agrees to abide by the same restrictions and conditions that apply to The University with respect to the PHI.
- (c) The University will not use or disclose PHI for employment-related actions or decisions or in connection with any of its other employee benefits or employee benefit plans, unless authorized by a *member* or otherwise permitted by the Privacy Rule.
- (d) The University will report to the Plan any improper use or disclosure of PHI of which it becomes aware.
- (e) The University will make PHI available to *members* so they may access their PHI and request that their PHI be amended in

accordance with the Privacy Rule. Any amendments agreed upon will be incorporated into such PHI maintained by the University.

- (f) The University will make PHI available in order to provide, upon request, an accounting of all disclosures of *members'* PHI for the immediately preceding six years, as provided under the Privacy Rule.
- (g) The University will make available to the United States Department of Health and Human Services all of its practices, books, and records relating to the use and disclosure of PHI received from the Plan.
- (h) If feasible, once the University no longer needs PHI for its intended purpose, the University will return the PHI to the Plan or destroy all copies of the PHI. If such action is not feasible, the University will limit further use and disclosure of PHI to those purposes that make the return or destruction of the information infeasible.

4. In order to maintain adequate separation between the Plan and the University, as plan sponsor and employer, employees in the following positions within the University will be the only employees who will have access to PHI received from the Plan for plan administration purposes:

- (a) Employees working in the University's Benefits Office, or any other department involved in administration of the Plan, any Employee who has had Plan administration duties and responsibilities delegated to him/her by the Administrator, and any auditor, attorney or actuary, physician, vocational expert, or any other person or entity appointed to provide professional or administrative services to the Plan or to the Plan Sponsor in connection with the Plan.
- (b) Such access to and use of PHI by these individuals is restricted to relevant Plan administration functions, including health care payment and operations and providing support for such functions.
- (c) The University, as plan sponsor, shall establish an effective procedure for resolving any issues of noncompliance by any of the employees in the positions listed above in the event any such employee violates any of the provisions of this section.