

APPENDIX B

EVIDENCE OF COVERAGE

The Preferred Plan

(Under a Master Group Contract)

Issued by

Superior Dental Care, Inc. (SDC)

Superior Dental Care, Inc. is also referred to as "SDC" in this Evidence of Coverage.

NOTICE: IF YOU OR YOUR FAMILY MEMBERS ARE COVERED BY MORE THAN ONE HEALTH CARE PLAN, YOU MAY NOT BE ABLE TO COLLECT BENEFITS FROM BOTH PLANS. EACH PLAN MAY REQUIRE YOU TO FOLLOW ITS RULES OR USE SPECIFIC DOCTORS AND HOSPITALS, AND IT MAY BE IMPOSSIBLE TO COMPLY WITH BOTH PLANS AT THE SAME TIME. READ ALL OF THE RULES VERY CAREFULLY, INCLUDING THE COORDINATION OF BENEFITS SECTION, AND COMPARE THEM WITH THE RULES OF ANY OTHER PLAN THAT COVERS YOU OR YOUR FAMILY.

INTRODUCTION

We have prepared this Evidence of Coverage to help you understand how to use your dental plan. Please read it carefully and keep it in a convenient location for future reference.

SDC hereby certifies that you and any *Enrolled Dependents* named on the SDC identification card(s) for whom the required prepaid dental premium has been paid, are entitled to coverage under the Master Group Contract (referred to in this Evidence of Coverage as the Contract) provided they meet the eligibility requirements stated in the Contract.

Coverage under SDC is subject to the exclusions, limitations, conditions and other terms of the Contract. As an Evidence of Coverage, this document summarizes the provisions, but does not constitute the Contract. You may examine the Contract at the office of the *Enrolling Unit* during regular business hours.

DESCRIPTION OF COMPANY

SDC became incorporated in 1984 and is a corporation that is owned and directed by *Participating Dentists/Shareholders*. SDC is a fee-for-service Individual Practice Association (I.P.A.), which is a legal entity organized and governed by individual dentists for the primary purpose of collectively entering into contracts to provide dental services to enrolled populations.

SDC believes that through prevention and early detection, the cost and distress of most dental problems can be minimized. Preventive dental care performed by a dental professional is more than just a check for cavities. Many physical conditions, from vitamin deficiencies to cancer, can be detected by examining the mouth. Dental x-rays complete the picture, even for those who no longer have their natural teeth. Benefits for these services are paid at a higher percentage to encourage regular dental care visits, an essential part of total health.

SERVICE AREA

SDC is currently licensed in the States of Ohio, Kentucky, and Indiana, and those states represent SDC's service area.

DEFINITIONS

All personal pronouns used in the Evidence of Coverage shall include either gender. All italicized words used throughout the Evidence of Coverage are defined below:

Allowable Amount – the maximum allowable fee assigned by SDC to each eligible service. The *Allowable Amounts* are determined by SDC to be fair and adequate reimbursement for each procedure and are adjusted from time to time.

Balance Bill – The amount of expense not covered by SDC and the member's *Coinsurance*. *Participating Dentists* are prohibited from collecting this amount (or *Balance Bill*) from a *Covered Person*. If seeking care from a *Non-Participating Dentist or Specialist*, you may be required to pay this amount to the treating dentist.

Contract Maximum – The amount of dental expenses allotted to each member per *Contract Period*. This amount is made up of any payment made by SDC in the Preventive, Basic and Major categories of coverage. Each new *Contract Period*, a fresh *Contract Maximum* is granted per member.

Contract Period – The defined time during which your benefits will apply. This is typically a 12 month period of time; however please check with your employer to be sure.

Coinsurance – the out-of-pocket expenses that are directly payable by an *Enrolled Member* to the dentist. The *Coinsurance* is based on a percentage of the *Allowable Amount* assigned to eligible services.

Copay - the amount of dental expense, which you are responsible to pay directly to the treating dentist at the time of each benefit-eligible oral evaluation during the contract period. This amount is applied to oral evaluations in the Preventive Category only and is to be paid per Covered Person per occurrence, at the time of the visit.

Covered Person – either the *Enrollee* or an *Enrolled Dependent*, but applies only while the coverage of such person under the Contract is in effect. In this Evidence of Coverage, the terms “you” and “your” refer to any *Covered Person*.

Deductible – the amount of dental expense, which you are responsible to pay before SDC begins calculations of benefits. *Deductibles* follow the contract period and have individual and family maximums.

Eligible Person – an employee of the *Enrolling Unit* who meets the eligibility requirements specified in the Contract.

Enrolled Member – the *Enrollee* and *Enrolled Dependents* enrolled in SDC to receive dental benefits.

Enrolled Dependent – a person enrolled for coverage under the Contract who is (1) the Enrollee's spouse, or (2) a dependent child of either the *Enrollee* or the Enrollee's spouse, and (3) whose principle residence is with the *Enrollee*, unless other arrangements have been made with SDC or a court has ordered coverage for dependent children living outside the service area, subject to the following conditions and limitations:

- (1) Plan coverage for an *Enrolled Dependent* who is a Child, as defined by Employer, will terminate the end of the month in which that *Enrolled Dependent* reaches age 26; however, such termination of coverage may be extended to the end of the month in which that *Enrolled Dependent* reaches age 28 under certain circumstances, provided timely application is made to the Employer by the Employee and any documentation required by the Employer is submitted in a timely manner.
 - (a) Notwithstanding anything in the immediately foregoing paragraph, an *Enrolled Dependent* who is a Child as defined by Employer who has been determined to be totally disabled may have coverage extended beyond age 26 or age 28 (whichever is applicable) upon timely application and timely submission of any documentation required by the Employer. Such an extension shall continue until the earlier of the date of the *Enrolled Dependent's* death, the date the *Enrolled Dependent* no longer resides at the *Enrollee's* residence or the last day of the month in which the Employer has determined that the *Enrolled Dependent* is no longer totally disabled.
- (2) *Enrolled Dependent* includes any stepchild, legally adopted child (or in the process of adoption) or foster child .
- (3) In no event shall the term *Enrolled Dependent* include (a) spouse or child on active duty in any military service of any country or (b) child who is eligible for coverage under the Contract as an *Enrolled Member*.

Enrollee – any employee eligible by virtue of employment to receive dental services provided under the Contract.

Enrolling Unit – the employer or other entity with whom the Contract is made.

Full-time Student – a person who is enrolled in and attending, full-time, a recognized course of study or training to include a state accredited: high school, vocational school, college or university (minimum 12 credit hours), and technical schools (cosmetology school, automotive, etc.).

Lifetime Maximum (if applicable – check your ID card for your coverage) – The amount of orthodontia benefit allotted to each applicable member per lifetime while enrolled as a *Covered Person* with SDC. Any payments made by SDC will apply toward your orthodontia *Lifetime Maximum*. This maximum is accumulated over time per member and does not refresh each year like the *Contract Maximum*. The orthodontia *Lifetime Maximum* is a separate maximum from the *Contract Maximum*.

Non-Participating Dentist or Specialist – any dentist who has not entered into an agreement with SDC to provide dental services to *Covered Persons* through *The Preferred Network*.

Open Access – *The Preferred Plan* offering coverage in and out of *The Preferred Network*.

Open Enrollment – the month prior to the renewal of the Enrolling Unit's contract period in which an *Enrollee* may make enrollment changes as needed without the requirement of a *Qualifying Event* or in which an *Eligible Person* may elect or cancel coverage.

Participating Dentist or Specialist – any dentist who has entered into an agreement with SDC to provide dental services to *Covered Persons* through *The Preferred Network*.

Preferred Plan – the plan that offers coverage through *The Preferred Network* of Dentists. Employers purchase this plan in two distinct ways. The *Preferred Plan* is offered either as *Open Access* or as *Network Only*. If your plan is *Network Only* – *Covered Persons* must seek care from a *Participating Dentist* within our Service Area to be eligible for benefits. If your plan is *Open Access* you may seek care from any licensed dentist whether or not they have entered into an agreement with SDC to provide dental services through *The Preferred Network*.

Preferred Network – the group of dentists throughout our Service Area who have entered into an agreement with SDC to provide dental services to *Covered Persons*.

Qualifying Event – an event that permits an *Enrollee* to make changes to his enrollment during the contract period (within 31 days of the Event). A *Qualifying Event* is defined by SDC and includes but is not limited to the following: employment termination, retirement, birth, divorce, marriage, death, change in employee status, spouse's loss of coverage, adoption/custody (requires court documentation), etc.

COVERAGE

SDC offers two types of coverage through *The Preferred Network in The Preferred Plan*:

Network Only – *The Preferred Plan* option offering coverage only through *The Preferred Network*. Please check with your Employer to identify if this is the way they purchased your dental Plan through SDC. For *Network Only* coverage, payment is always directed to the *Participating Dentist or Specialist*.

Open Access – *The Preferred Plan* option offering coverage in and out of *The Preferred Network*. Please be sure to check with your employer to identify if this is the way they purchased your dental plan through SDC. For *Open Access* coverage, payment is always directed to the *Enrollee* and it is the *Enrolled Member's* responsibility to assure payment to the treating dentist.

PARTICIPATING DENTISTS

Enrolled Members in the Open Access option are encouraged to seek service from a Participating Dentist or Specialist within the service area to maximize their benefits. ***Enrolled Members in the Open Access option seeking treatment from a non-participating dentist may be responsible for any amount over their coinsurance and SDC's reimbursement – otherwise known as the Balance Bill. Payments for these out of network services will be directed to the Enrolled Member.***

Enrolled Members in the Network Only option MUST seek service from a Participating Dentist or Specialist within the service area in order to receive their benefits. In most cases *Enrolled Members* should be able to seek service from their dentist, since all licensed dentists within the service area are eligible to apply for participation with *The Preferred Plan*. A complete listing of *The Preferred Plan's participating dentists* is accessible via the SDC website (www.superiordental.com). At SDC's website, a function titled **Find A Dentist** facilitates a review of *The Preferred Plan's* entire network of *Participating Dentists* (sorted alphabetically) or a more specific review may be accomplished by using the search options provided. The data display for each dentist includes: name, address, phone number, specialty, and an indicator for SmileRider participation. If internet access is not available, a printed directory may be obtained from the *Enrolling Unit* or by contacting SDC's Dentist and Member Services Team at (937) 438-0283 or (800) 762-3159.

[NOTE: Non-emergency, out-of-network services are only considered for reimbursement when services are performed by a dentist licensed and practicing in the United States of America.]

RELATIONSHIP BETWEEN PARTIES

The relationship between SDC and *Participating Dentists* is a contractual relationship between independent contractors. SDC is not a provider of dental services. *Participating Dentists* are not agents or employees of SDC nor is SDC or any employee of SDC an agent or employee of *Participating Dentists*. The relationship between a *Participating Dentist* and any *Enrolled Member* is that of a dentist and a patient. SDC does not endorse or control clinical judgment recommendations made by *Participating Dentists* or by dentists otherwise selected by you. The *Participating Dentist* is solely responsible for the dental services provided to an *Enrolled Member*.

SDC is not a member of a guaranty fund. In the event of insolvency, *Enrolled Members* are protected only to the extent that the hold harmless provision applies to the services rendered, and also *Enrolled Members* may be financially responsible for services rendered by a dentist that is not under contract to SDC, whether or not SDC authorized the use of the dentist. If SDC becomes insolvent or otherwise discontinues operations, the *Participating Dentists* have agreed to provide dental services to *Enrolled Members* as needed to complete any medically necessary procedures commenced but unfinished at the time of SDC's insolvency or discontinuance of operations.

The most recent audited financial statement is available to *Enrollees* at SDC's office during regular business hours.

ENROLLMENT

SDC offers *Open Enrollment* once per contract period during the month prior to the renewal of that contract period. *Open Enrollment* allows *Enrollees* to make enrollment changes as needed. An *Enrollee* can only make changes to his enrollment during the contract period if he has experienced a *Qualifying Event* or it is an allowed change that has been approved by Employer. Consideration for or renewal of the Master Group Contract and/or individual application is not subject to genetic testing or any results therein.

The *Enrolling Unit* shall notify SDC at least monthly, but in no event later than 31 days after the effective date/*Qualifying Event* of any new enrollments, terminations or changes for an *Enrolled Member*.

EFFECTIVE DATE OF COVERAGE

The coverage of an *Eligible Person* shall become effective on the date the Contract takes effect, or as otherwise specified in the *Enrolling Unit's* application. In no event shall an *Enrolled Dependent* of an *Enrollee* be covered under this Contract until the *Enrollee's* coverage becomes effective.

IDENTIFICATION CARDS

Your identification card(s) lists the names of all *Enrolled Members*. We encourage you to present your ID card at the time of service. This will assist in assuring that claims for eligible services are sent directly to SDC.

CLAIM FORMS

You **do not** have to file a claim form when seeking care from a *Participating Dentist*. The *Participating Dentist* shall seek compensation for covered services solely from SDC, except for applicable *Coinsurance* and *Deductibles*, and payment always goes to the provider of dental services. It is your responsibility to show your SDC identification card to your *Participating Dentist* before you receive care. This will expedite the claims process since claims must be submitted and resolved within one year from the date of service to be considered for payment, regardless of enrollment status.

A *Non-Participating Dentist* is **not** required to submit a claim form on your behalf and you may be responsible for submitting your own claim form when seeking care from a *Non-Participating Dentist*. A *Non-Participating Dentist* may also seek total compensation for services prior to the submission of a claim form. All claims must be submitted and resolved within one year from the date of service to be considered for payment, regardless of enrollment status. These claims payments are also directed to the *Enrolled Member*.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

COINSURANCE, DEDUCTIBLE, COPAY AND MAXIMUM BENEFITS

Coinsurance is the out-of-pocket expenses that are directly payable by an *Enrolled Member* to the dentist. The *Coinsurance* is based on a percentage of the *Allowable Amount* assigned to the eligible service and may be requested at the time of the service. Please keep in mind if the dentist's actual charge is less than SDC's *Allowable Amount*, the *Coinsurance* will be based on that dentist's charge. The *Coinsurance* is calculated after the *Deductible* has been assessed, if applicable. Refer to the Schedule of Benefits for your *Coinsurance* percentages and maximums per contract period.

Deductible is the amount of dental expense, which you are responsible to pay before SDC begins benefit calculations. *Deductibles* follow the contract period, and have individual and family maximums. Refer to your Schedule of Benefits to determine if your plan has a *Deductible*. You are responsible for any non-covered service, ineligible service and the appropriate *Coinsurance* and *Deductibles*.

Copay is the amount of dental expense, which you are responsible to pay directly to the treating dentist at the time of each benefit-eligible oral evaluation during the contract period. This amount is applied to oral evaluations in the Preventive Category only and is to be paid per Covered Person per occurrence, at the time of the visit. Refer to your Schedule of Benefits to determine if your plan has a *Copay*.

Maximums are the amount of expense that SDC pays on each *Covered Person's* behalf and as defined by the specific plan design selected by your Employer.

COORDINATION OF BENEFITS

Coordination of Benefits is the procedure used to pay dental expenses when a person is covered by more than one plan. SDC follows the rules established by state law to decide which plan pays first and how much the other plan must pay. The objective is to make sure the combined payments of all plans are no more than your actual bills.

When you or your family members are covered by another group plan in addition to this one, we will follow the state's Coordination of Benefits rules to determine which plan is primary and which is secondary. You must submit all bills first to the primary plan. The primary plan must pay its full benefits as if you had no other coverage. If the primary plan denies the claim or does not pay the full bill, you may then submit the balance to the secondary plan.

SDC pays for dental care only when you follow our rules and procedures. If our rules conflict with those of another plan, it may be impossible to receive benefits from both plans, and you will be forced to choose which plan to use.

Plans That Do Not Coordinate

SDC will pay benefits without regard to benefits paid by the following kinds of coverage: Medicaid, Group hospital indemnity plans which pay less than \$100 per day, School accident coverage, and some supplemental sickness and accident policies.

How SDC Pays As Primary Plan

When we are primary, we will pay the full benefit allowed by your contract as if you had no other coverage.

How SDC Pays As Secondary Plan

When we are secondary, our payments will be based on the balance left after the primary plan has paid. We will pay no more than that balance. In no event will we pay more than we would have paid had we been primary.

We will pay only for dental expenses that are covered by SDC.

We will pay only if you have followed all of our procedural requirements, including care obtained from or arranged by your *Participating Dentist*, pre-determination of benefits, etc.

We will pay no more than the “*Allowable Amount*” for the dental care involved. If our *Allowable Amount* is lower than the primary plan’s, we will use the primary plan’s *Allowable Amount*. That may be less than the actual bill.

Which Plan is Primary?

To decide which plan is primary, we have to consider both the coordination provisions of the other plan and which member of your family is involved in a claim. The Primary Plan will be determined by the first of the following that applies:

1. Non-coordinating Plan - If you have another group plan that does not coordinate benefits, it will always be primary.
2. Employee - The plan that covers you as an employee (neither laid off or retired) is always primary.
3. Children (Parents Divorced or Separated) - If the court decree makes one parent responsible for health care expenses, that parent’s plan is primary. If the court decree gives joint custody and does not mention dental care, we follow the birthday rule. If neither of those rules applies, the order will be determined in accordance with the State Department of Insurance rule on Coordination of Benefits.
4. Children and the Birthday Rule - When your children’s dental care expenses are involved, we follow the “birthday rule”. The plan of the parent with the first birthday in a calendar year is always primary for the children. If your birthday is in January and your spouse’s birthday is in March, your plan will be primary for all of your children. However, if your spouse’s plan is not subject to state coordination of benefit rules and has some other coordination rule (for example, a “gender rule” which says the father’s plan is always primary), we will follow the rules of that plan.
5. Other Situations - For all other situations not described above, the order of benefits will be determined in accordance with the State Department of Insurance rule on Coordination of Benefits.

Coordination Disputes

If you believe that we have not paid a claim properly, you should first attempt to resolve the problem by contacting us. Refer to the appeal procedures section in this Evidence of Coverage. If you are still not satisfied, you may call the State Department of Insurance for instructions on filing a consumer complaint. The telephone numbers and address are located in the back of this Evidence of Coverage.

SUBROGATION

When allowed by law, this section will apply to the Member and Dependents who:

- a. receive benefit payment under this policy as the result of a sickness or injury; and
- b. have a lawful claim against another party or parties for compensation, damages, or other payment because of that same sickness or injury.

In those instances where this section applies, the rights of the Member or Dependent to claim or receive compensation, damages, or other payment from the other party or parties will be transferred to the Company, but only to the extent of benefit payments made under this policy.

EMERGENCY CARE

Emergency care is limited to the relief of pain, bleeding, or swelling, but not the cure of the disease. If you are unable to receive emergency care from your *Participating Dentist*, you may receive care from a *Non-Participating Dentist*. Your *Participating Dentist* could be consulted for follow-up care.

A *Non-Participating Dentist* is not required to submit a claim form on your behalf and you may be responsible for submitting your own claim form when seeking emergency care from a *Non-Participating Dentist*. A *Non-Participating Dentist* may also seek total compensation for emergency care prior to the submission of a claim form.

PRE-DETERMINATION OF BENEFITS

Pre-determination of benefits is designed to assist you and your dentist in understanding your dental coverage BEFORE the services are provided. This process is necessary for treatment plans totaling \$400.00 or more and for periodontal services. A pre-determination is initiated when your dentist submits the proposed treatment plan. SDC's certified Dental Consultants review claims, determining whether the case presented meets benefit criteria. Once reviewed and processed, you and your dentist will be provided a description of your financial responsibility for the proposed service before the work begins.

Remember, a pre-determination of benefits is not a treatment authorization but an estimate of benefits payable by SDC based on your eligibility and claims history at the time of processing. Be sure to discuss your pre-determination of benefits with your dentist. If services are begun prior to pre-determination of benefits, you could be responsible for the full cost of treatment.

ALTERNATE BENEFITS

Alternate benefits may be received when there is more than one acceptable course of treatment. In this situation, SDC will provide benefits based on the least expensive, professionally accepted treatment. If you and your dentist choose a more expensive treatment, the additional cost will be your responsibility. Pre-determining benefits on costly services will avoid unexpected financial responsibilities which can be associated with alternate benefits.

EXAMINATIONS AND SECOND OPINIONS

SDC reserves the right to require additional examinations at no cost to the *Enrolled Member*. These examinations and/or second opinions help SDC determine payable benefits, when there may be questions concerning proposed or completed treatments.

CANCELLATION PRIVILEGES

If you are responsible for any part of a fixed periodic prepayment in connection with an enrollment agreement, you may cancel your enrollment within seventy-two hours after having signed the initial agreement or offer to enroll. Cancellation occurs when written notice of the cancellation is given to SDC. A notice of cancellation mailed to SDC shall be considered to have been filed on its postmark date.

TERMINATION OF COVERAGE & COBRA

Benefits for the *Enrollee* under the Contract shall automatically terminate on the earliest of the following dates:

- (1) The date the Contract is terminated, or with respect to any specific covered item of the Contract, the date such coverage item terminates.
- (2) The date which the required *Enrollee's* contribution toward the dental premium has not been paid to SDC, if the *Enrollee* is required to make a contribution, unless another date has been specified in the Contract.
- (3) On a specified date in which SDC reserves the right to terminate coverage with 30 days advance written notice to the *Enrolling Unit* in case of an *Enrollee's* failure to pay a required *Coinsurance* and/or *Deductible* for dental services rendered.
- (4) The date on which the *Enrolled Member* moves out of SDC's service area, with the exception of court-ordered coverage for enrolled dependent children living outside the service area.
- (5) The date on which the *Enrollee* is retired or pensioned, unless coverage classification is specified for retired or pensioned individuals in the Contract.
- (6) The date of entry into military duty, except temporary duty of 30 days or less. Employer covers spouses and dependents for twelve (12) months if employee enters active military duty.
- (7) The date as noted in the Contract for which a *Covered Person* ceases to be eligible.

Continuation of coverage under COBRA shall apply only to the *Enrolling Units* that are subject to the provisions of COBRA. A *Covered Person* should contact the Enrolling Unit's plan administrator to determine if he or she is eligible to continue coverage under COBRA.

APPEAL PROCESS

If an *Enrolled Member* has a complaint concerning the provision of dental services or benefits or quality of care under the Contract, the complaint may be directed to SDC in writing, via telephone call, or in person. This must be completed within six (6) months following SDC's determination of the claim(s) in question.

The Chief Executive Officer of SDC or another authorized person shall contact the *Enrolled Member* and attempt to resolve the complaint through informal discussions, consultations, or conferences and shall notify the *Enrolled Member* of the resolution of the complaint no later than thirty (30) days following receipt.

If the *Enrolled Member* is not satisfied with the resolution of the complaint through the "informal" process, the *Enrolled Member* must submit a written request to SDC, which shall be directed to a Committee appointed by the Board of Directors. The Committee shall consist of two dentist members, two consumer members, and one representative appointed by SDC. The Committee shall be empowered to resolve or recommend resolution of the complaint.

The Committee shall advise the *Enrolled Member* of the date and place of the hearing, which shall be held within forty-five (45) days following the receipt of the written request. At this time, testimony will be received from the *Enrolled Member*, staff persons, administrators, dentists, and other persons as deemed necessary for a fair appraisal of the complaint.

The Committee shall advise the *Enrolled Member* in writing of their findings within thirty (30) days of the conclusion of the hearing. If the finding is not acceptable to the *Covered Person*, the *Enrolled Member* has the right to contact the local dental society, and/or file a complaint with the State Department of Insurance. For your convenience, address and telephone information is included in this Evidence of Coverage for the Ohio, Kentucky, and Indiana Departments of Insurance.

EXCLUSIONS

Covered Expenses will not include and benefits will not be payable for expenses incurred:

1. for which the Insured is entitled to benefits under any workmen's compensation or similar law, or for charges for services or supplies received as a result of any dental condition caused or contributed to by an injury or sickness arising out of or in the course of any employment for wage or profit.
2. for charges the Insured is not legally required to pay or would not have been made had no insurance been in force.
3. for services not required for necessary care and treatment or not within the generally accepted parameters of care.
4. because of war or any act of war, declared or not, while serving in the Armed Forces.
5. for appliances, restorations, or procedures to:
 - a. alter vertical dimension;
 - b. splint or replace tooth structure lost as a result of abrasion or attrition.
6. for any procedure begun after the insured person's insurance under this contract terminates; or for any prosthetic dental appliances installed or delivered more than 90 days after the Insured's insurance under this contract terminates.
7. to replace lost or stolen appliances.
8. for any treatment which is for cosmetic purposes.
9. for any procedure not shown in the List of Covered Services
10. Coverage for permanent crowns and prosthetics for members under the age of 17.

Notice of Privacy Practices Superior Dental Care Alliance, Inc.

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

Superior Dental Care Alliance (“SDC”) is required by law to notify you of how we may use your protected health information (PHI). PHI is information that can be used to personally identify you and is related to your past, present, or future physical or mental health or condition. SDC receives and uses your PHI to administer your dental benefits as allowed by law and only uses the minimum amount of PHI necessary to accomplish our required tasks.

The SDC Pledge Regarding Your PHI

SDC employees are trained to respect member’s privacy and of the importance of safeguarding this information. SDC is required by law to:

- Maintain the privacy of your PHI, to include the protection of both physical and electronic data;
- Provide you this Notice discussing our legal duties and privacy practices with respect to your PHI;
- Abide by the terms of this Notice; and
- Notify you if there is a breach of your unsecured PHI.

We reserve the right to change our privacy practices as outlined in this Notice and to make the new provisions effective for all PHI we maintain. We will notify you of any material changes.

When Can We Disclose Your PHI Without Your Permission?

To Make or Obtain Payment: SDC may use or disclose your PHI to make payment to participating dentists after you receive dental care. For example, SDC may share information regarding your coverage or health care treatment with other health plans to coordinate payment of benefits.

To Conduct Health Care Operations: SDC may use or disclose PHI within SDC to manage Health Care Operations. Health Care Operations can include activities such as enrollment and eligibility functions, premium billing, legal services, and general administrative activities of SDC. For example, SDC may use your PHI to detail coverage to dental offices in order to verify your treatment plan and pay your benefits.

For Treatment: SDC may use and disclose your PHI to advise you and the submitting dental office of your eligibility for proposed dental treatment under the purchased plan. For example, the predetermination process provides you with information about eligible benefits for proposed treatments allowing you to determine your financial responsibility prior to treatment.

As Required By Law: We will disclose PHI about you when required to do so by federal, state or local law or regulations. For example, we may disclose PHI when required by a court order or search warrant, to comply with a coroner’s request during investigations, for malpractice lawsuits or to comply with health oversight functions

To Family Members and Others Involved in Care: If you agree, or if professional judgment requires otherwise, we may disclose, to a family member, other relative, a friend, or any other person you identify, any PHI directly relevant to their involvement in your care or payment for that care.

To Avert a Serious Threat to Health or Safety: We may use and disclose your PHI if we, in good faith, believe it necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.

For Specialized Government Functions: SDC may disclose your PHI as legally required for specialized government functions. For example, we may disclose your PHI to your command authority if you are a veteran or member of the military, for national security functions, for correctional institution and other law enforcement custodial situations and for worker’s compensation claims.

To Business Associates: SDC may disclose PHI, when necessary, to business associates that perform functions for us or provide services to us. For example, we contract with Insurance Brokers who advise Group Plan Sponsors on SDC plan options. All of our business associates are obligated, under contract with us and by federal law, to protect the privacy of your information.

For Distribution of Health-Related Benefits and Services: SDC may use or disclose your PHI to inform you of health-related benefits and services for which you are eligible, such as eligible vision discounts or dental prescription coverage.

To Group Health Plan Sponsor/Employer: We may disclose your PHI to your Group Health Plan Sponsor/Employer so they are able to (i) obtain premium bids for your dental insurance coverage or (ii) decide whether to modify, amend or terminate your group dental health plan. Your Group Health Plan/Sponsor is contractually and legally obligated to confidentially maintain your PHI.

HIV and Other Protected Status: Special privacy protections apply to HIV-related, alcohol and substance abuse information. If your treatment involves this information, please contact the Privacy Officer for additional information about these protections.

When Do We Need Your Permission?

Other uses and disclosures of PHI not covered by this Notice will be made only with your written authorization. If your permission is granted, you may revoke this authorization at any time by submitting a written request to our Privacy Officer except to the extent that we relied on your authorization or if the authorization was obtained as a condition of obtaining insurance coverage.

We will not sell your PHI or use your PHI for marketing purposes without your written authorization. We will not disclose your genetic PHI for underwriting purposes and we will not use your PHI to fundraise.

What Are Your Rights To Your PHI?

You have the right **to request a restriction** or limitation on the PHI we use or disclose about you for (i) treatment, payment or health care operations and (ii) to persons involved in your care or payment for your care. We are not, however, required to agree to your request. To request restrictions, you must make your request in writing and tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply.

You may **obtain a paper copy** of **SDC's Notice of Privacy Practices** upon request. You also may obtain a copy of the current version at our website, www.superiordental.com.

You have the right to **request access and/or receive a copy** of the PHI maintained in designated record sets by SDC. To access and/or receive a copy, you must submit your request in writing and specify whether you would like hard or electronic copies. If you would like us to send your PHI directly to a third party, you must submit a written and signed request that specifically identifies the designated person to whom we should send your PHI. We may charge a reasonable cost-based fee. We will respond to your request within thirty (30) days. If the PHI is maintained off-site, we will respond within sixty (60) days.

You may ask us **to amend** PHI that you feel is incorrect or incomplete. To request an amendment, you must submit your request in writing and include a reason that supports your request. We may deny your request if it is not in writing, does not list a reason to support the request, or if you ask us to amend information that (i) is not part of the PHI kept by or for SDC; (ii) was not created by us, unless the person or entity that created the PHI is no longer available to make the amendment; (iii) is not part of the PHI which you would be permitted to request and copy; or (iv) the PHI is accurate and complete. If you disagree with SDC's written determination, you may submit a statement of disagreement that will be added to your records.

You may **obtain an accounting of disclosures** of your PHI that does not pertain to payment, treatment, health care operations or other disclosures permitted by law. The request must be made in writing and specify the time period for which you are requesting the information. Requests may not be made for periods of time going back more than six (6) years from the date of the request. SDC will provide the first accounting during any twelve (12) month period without charge. Subsequent accounting requests may be subject to a reasonable cost-based fee. SDC will inform you in advance of the fee, if applicable.

You may **request confidential communications**. You must make your request in writing specifying how or where you wish to be contacted. We will accommodate all reasonable requests.

To exercise any of your rights, please contact the SDC Privacy Officer listed at the end of this Notice.

Our Privacy Officer and the Effective Date of This Notice

Please submit any questions or complaints to:

Bettina Imes, Privacy Officer
6683 Centerville Business Parkway
Dayton OH 45459
Phone: (937) 438-0283 or Fax: (937) 291-8695
E-mail: bimes@superiordental.com

Additionally, complaints may be filed with the Secretary of Health and Human Services. You will not be subject to any retaliation for filing a complaint.

This Notice is effective: 9/23/13.

Dental Associations

Ohio Dental Association

1370 Dublin Road
Columbus, OH 43215
(614) 486-2700

Kentucky Dental Association

1920 Nelson Miller Pkwy.
Louisville, KY 40205
(502) 489-9121

Indiana Dental Association

401 West Michigan Street, Suite 1000
PO Box 2467
Indianapolis, IN 46202
(800) 562-5646 or (317) 634-2610

Department of Insurance

Ohio Department of Insurance

50 West Town Street, Suite 300
Columbus, OH 43215-1067
(800) 686-1526 (Member Complaints)
(614) 644-2673 (Consumer Service)

Kentucky Department of Insurance

215 West Main Street
PO Box 517
Frankfort, KY 40602-0517
(800) 462-2081 or (502) 564-3630
(Consumer Protection & Education Division)

Indiana Department of Insurance

311 West Washington Street, Suite 300
Indianapolis, IN 46204-2787
(317) 232-2395 (Consumer Service)

Still Have Questions?

Our goal is to give you access to the most appropriate dental care available. If you have any problems or questions about your dental coverage, please contact us at:

Superior Dental Care, Inc.
6683 Centerville Business Parkway
Centerville, OH 45459

Local (937) 438-0283
Toll Free (800) 762-3159
Claims/Member Services Fax (937) 291-8695
www.superiordental.com

APPENDIX C

GROUP HEALTH PLAN CERTIFICATION

[The Group Health Plan is that component of the Plan Sponsor/Employer responsible for securing and assisting in the administration of employee health benefits.]

In compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and as the Plan Sponsor of dental benefits purchased from and administered by Superior Dental Care, Inc. (SDC), the undersigned certifies that Plan Documents include specific provisions to assure that the Plan Sponsor will:

[Note: Protected Health Information (PHI), as referenced below, is individually identifiable health information such as: medical/dental records, names, addresses, and social security numbers or health plan ID numbers.]

Not Use or further Disclose the information other than as permitted or required by the Plan Documents or as Required by Law;

Bind agents and subcontractors who receive PHI from the Group Health Plan to the same restrictions and conditions that apply to the Plan Sponsor with respect to this information;

Not Use or Disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan;

Report non-compliant Uses or Disclosure of PHI to the Group Health Plan when the Plan Sponsor becomes aware of them;

Allow employees their access, amendment, and accounting rights under HIPAA;

Grant HHS access to books and records relating to the Use and Disclosure of PHI received for purposes of determining the Group Health Plan's compliance with the Privacy Rule;

If feasible, return or destroy all PHI received from the Group Health Plan when the information is no longer needed; and,

Assure that adequate separation is established between the Group Health Plan and the Plan Sponsor.

This Certification provides a sufficient basis under the HIPAA Privacy Rule for SDC to Disclose PHI to the Group Health Plan.

Revised 8.9.2012