

The Preferred Plan
Evidence of Coverage

www.superiordental.com



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 and Kentucky 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 *Copayment*. *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.

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

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) an unmarried 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 court ordered coverage for dependent children living outside the service area, subject to the following conditions and limitations:

- (1) *Enrolled Dependent* includes an unmarried child who is not eligible under any Contract as an *Enrollee* and (a) who is less than 19 years of age or (b) 19 years of age or more if the Contract provides for coverage and the child satisfies all other eligibility requirements for such coverage in the Contract.
- (2) *Enrolled Dependent* includes any stepchild, legally adopted child (or in the process of adoption) or foster child with appropriate documentation forwarded to SDC.
- (3) *Enrolled Dependent* includes an unmarried dependent child, 19 years of age or older, who is incapable of self-support because of mental disability or physical handicap will continue to be covered as an *Enrolled Dependent* by submitting proof of total disability.
- (4) In no event shall the term *Enrolled Dependent* include (a) spouse or child on active duty in any military service of any country, (b) spouse who is covered under a SDC Contract as an *Enrolled Member*, or (c) 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 copayment 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

When an *Eligible Person* enrolls in the plan initially, he is required to stay on the plan for a full contract period while employed at the company he initially enrolled with SDC. 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*. 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. Unless otherwise provided by the Contract, an *Enrollee* not actively at work (except while on paid vacation) on the date the Contract takes effect, shall have his coverage become effective on the date of his return to active full-time work. 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 *Copayments* 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.

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. 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.

COPAYMENTS, MAXIMUM BENEFITS AND DEDUCTIBLES

Copayments are the out-of-pocket expenses that are directly payable by an *Enrolled Member* to the dentist. The *Copayment* 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 copayment will be based on that dentist's charge. The copayment is calculated after the deductible has been assessed, if applicable. Refer to the Schedule of Benefits for your *Copayment* 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 *Copayments* and *Deductibles*.

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 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 *Copayment* 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.
- (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

The following items are not covered under SDC dental plans. Please refer to your List of Covered Services for eligible services.

- (1) Services performed for cosmetic reasons, including personalization or characterization of dentures.
- (2) Services or supplies that are considered experimental according to standard dental practice.
- (3) Services or procedures started prior to the effective date of coverage. Prosthetic devices and crowns will not be covered if impressions are taken before the effective date of coverage.
- (4) Services or procedures completed after the date of termination, unless stated elsewhere in this Evidence of Coverage.
- (5) Missed appointment charge.
- (6) Replacement of lost or stolen prosthetic devices unless it is after the limitation date.
- (7) Analgesics or other drugs and prescriptions.
- (8) Hospital related charges.
- (9) Appliances or restorations, other than full dentures, for the primary purpose of increasing vertical dimension or restoring occlusion.
- (10) Any restoration done for reasons of erosion, abrasion, and/or wear.
- (11) Veneers.
- (12) Inlays and related services.
- (13) Crown lengthening.
- (14) Services for educational purposes.
- (15) Splinting.
- (16) Services covered under Workers Compensation, Federal or State agencies.
- (17) Services performed by other than a licensed dentist, except for legally delegated services to a licensed dental hygienist or licensed expanded functions auxiliary.
- (18) Surgery, treatment and x-rays for Craniomandibular disorders (TMJ).
- (19) Orthognathic surgery.
- (20) Crowns or Onlays for teeth where there is no opposing tooth.
- (21) Laboratory charges.
- (22) Services performed on a tooth with poor prognosis.
- (23) Coverage for permanent crowns and prosthetics for members under the age of 17.
- (24) Services performed for which no payment would normally be required.
- (25) Temporary/Provisional Services.
- (26) Pre-Orthodontic extractions; but, only when the selected plan includes no orthodontic benefits.
- (27) Implants and related services.
- (28) Appliances or devices such as occlusal guards, bite planes, tongue thrust, etc. used for the primary purpose of correcting harmful habits such as: grinding or clenching of teeth, tongue thrust, or thumb sucking, etc.

Superior Dental Care, Inc. 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 IT CAREFULLY.

Superior Dental Care, Inc. (SDC) may use your health information, as defined in the Privacy Rule of the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), for purposes of making or obtaining payment for your care and conducting health care operations. SDC has established this Notice of Privacy Practices to guard against unnecessary disclosure of your health information.

YOUR RIGHTS WITH RESPECT TO YOUR HEALTH INFORMATION

Although your health record is the physical property of the health care entity that compiled it, the information belongs to you. You have the following rights regarding your health information that SDC maintains:

- To **request a restriction** on certain uses and disclosures of your health information as provided by 45 CFR 164.522. However, SDC is not required to agree to your request.
- To **obtain a paper copy** of **SDC's Notice of Privacy Practices** upon request. You also may obtain a copy of the current version of SDC's Notice at our website, www.superiordental.com.
- To **inspect or receive copies of your health record** as provided for in 45 CFR 164.524. If you request a copy of your health information, SDC may charge a reasonable fee for copying, assembling costs and postage, if applicable, associated with your request.
- To **amend your health record** as provided in 45 CFR 164.528. That request may be made as long as the information is maintained by SDC. SDC may deny the request if it does not include a reason to support the amendment. The request also may be denied if your health information records were not created by SDC, if the health information you are requesting to amend is not part of SDC's records, if the health information you wish to amend falls within an exception to the health information you are permitted to inspect and copy, or if SDC determines the records containing your health information are accurate and complete.
- To **obtain an accounting of disclosures** of your health information as provide in 45 CFR 164.528. You have the right to request a list of certain disclosures of your health information that SDC is required to keep a record of under the Privacy Rule, such as disclosures for public purposes authorized by law or disclosures that are not in accordance with the Plan's privacy policies and applicable law. The request must be made in writing to SDC's Privacy Officer as indicated below (See section titled: CONTACT PERSON). The request should specify the time period for which you are requesting the information, but may not start earlier than April 14, 2003. Accounting requests may not be made for periods of time going back more than six (6) years. SDC will provide the first accounting you request during any 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.
- To **request communication** of your health information **by alternative means or at alternative locations**. SDC will attempt to honor your reasonable requests for confidential communications.

To initiate any of these privileges, please contact SDC's Privacy Officer as indicated below (See section titled: CONTACT PERSON).

DUTIES OF SDC AS YOUR HEALTH PLAN

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

- Maintain the privacy of your health information; to include the protection of both physical and electronic data;
- Provide you with a Notice as to our legal duties and privacy practices with respect to your health information we collect and maintain about you;
- Abide by the terms of this Notice;
- Notify you if we are unable to agree to a requested restriction; and,
- Accommodate reasonable requests you may have to communicate health information by alternative means or at alternative locations.

We reserve the right to change our privacy practices as outlined in this Notice and to make the new provisions effective for all health information we maintain. Should we make such a change, we will mail a revised Notice to the address we have on file for you.

We will not use or disclose your health information without your written authorization, except as described in this Notice. If you authorize SDC to use or disclose your health information, you may revoke that authorization in writing at any time, except to the extent that we have taken action in reliance on your authorization.

USE AND DISCLOSURE OF HEALTH INFORMATION

This listing summarizes the circumstances under which and purposes for which your health information may be used and disclosed by SDC without your authorization: *[Note: It is important for you to know that SDC routinely uses and discloses the minimum amount of health information necessary to accomplish these specified tasks.]*

To Make or Obtain Payment. SDC may use or disclose your health information to make payment to or collect reimbursement for over-payment from participating dentists, for the dental care you receive. For example, SDC may provide/share information regarding your coverage or health care treatment to other health plans to coordinate payment of benefits and to appropriately determine the order of coverage.

To Conduct Health Care Operations. SDC may use or disclose health information for its own operations to facilitate the administration of SDC and as necessary to provide coverage and services to all of SDC's participants. Health care operations includes such activities as:

- Enrollment/eligibility functions.
- Underwriting, premium rating or related functions to create, renew or replace health insurance or health benefits.
- Processing premium billing to and payments from purchasing employers.
- Review and auditing, including compliance reviews, medical reviews, legal services and compliance programs.
- Business management and general administrative activities of SDC, including customer service, claims processing, and resolution of internal grievances.

For example, SDC may use your health information to: engage in customer service, detailing coverage and claims status to submitting offices, participating members, and agents acting on your behalf (such as a Human Resource Contact or associate of a Brokerage firm representing your employer/Plan Sponsor of your Group Health Plan); or resolution of grievances/appeals initiated by a member or submitting office. *[Note: Insurance Brokers are Business*

Associates of SDC that are contractually required to appropriately safeguard your information. Additionally, we have required certification from your Group Health Plan assuring they will not unlawfully use or disclose the health information of employees.]

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

For Distribution of Health-Related Benefits and Services. SDC may use or disclose your health information to provide to you information on health-related benefits and services that may be of interest to you; such as eligible vision discounts or dental prescription coverage, if applicable.

For Disclosure to the Plan Sponsor. SDC may use or disclose health information to the Plan Sponsor of a Group Health Plan.

When Legally Required. SDC will disclose your health information when it is required to do so by any federal, state or local law.

To Conduct Health Oversight Activities. SDC may disclose your health information to a health oversight agency (such as a State Department of Insurance or Dental Board) for authorized activities including audits, civil administrative or criminal investigations, inspections, licensure or disciplinary action.

For Law Enforcement Purposes. SDC may disclose your health information for law enforcement purposes as required by law or in response to a valid subpoena.

For Workers' Compensation. SDC may release your health information to the extent necessary to comply with laws related to workers' compensation or similar programs.

CONTACT PERSON & EFFECTIVE DATE

SDC has designated Bettina Imes, ***Privacy Officer***, as its contact person for all issues/complaints regarding patient privacy and your privacy rights. You may contact her at 6683 Centerville Business Parkway, Centerville OH 45459; by phone at (937) 438-0283; by fax at (937) 291-8695; or by e-mail at 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 April 14, 2003. **If you have any questions regarding this Notice, you are encouraged to contact our Privacy Officer.**

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