



Boone County Board of Education

READ YOUR POLICY CAREFULLY. This policy is a legal contract and sets forth, in detail, the rights and obligations of both all parties. THEREFORE, IT IS IMPORTANT THAT YOU READ YOUR POLICY.

CONTRACT

Superior Dental Care, Inc. – Dental Plan
Kentucky

September 5, 2019

MASTER GROUP CONTRACT
Superior Dental Care, Inc.

This Master Group Contract is between **Superior Dental Care Inc.**, ("SDC") and **Boone County Board of Education** ("Employer"). Employer and SDC may be referenced collectively as the "Parties." The Parties agree to have SDC provide dental care benefits through SDC's Plan to enrolled employees of Employer and their eligible dependents upon the terms and conditions contained in this Contract.

1. Benefits Provided

SDC will make available, or cause to be provided, to enrolled eligible employees of employer and their enrolled eligible dependents ("Members") The Plan for dental care benefits described in the attached Evidence of Coverage and any amendments thereto. SDC will furnish to the company, an Evidence of Coverage (attached as Appendix B to this Contract), which will set forth the benefits to which such employee and eligible dependents may be entitled, the limitations to those benefits and the conditions under which those benefits, will be provided. Each enrolled employee will also receive an identification card.

2. Eligible Employees and Premium Rates

(a) Employees eligible for dental care benefits will be as provided in the Evidence of Coverage, attached in Appendix B.

(b) The Dental Premium Rates (hereinafter referred to as Rates) for each enrolled employee for the dental care benefits designated in the Evidence of Coverage are set forth in Appendix A attached. These Rates will remain fixed for the period stated in Appendix A. Thereafter, SDC reserves the right to change the Rates by giving written notice to Employer at least forty-five (45) days prior to the Anniversary Date. If SDC so changes the Rates, Employer may terminate this Contract by giving written notice of its intent to do so within such forty-five (45) day period. Such termination would take effect on the Anniversary Date.

3. Employer's Responsibilities

Employer agrees to:

(a) Pay SDC the Rates for each enrolled employee in the amounts and at the times specified in Appendix A or as thereafter modified under this Contract. Employer will make such payments regardless of any arrangement of the Employer to receive from or otherwise charge to, its enrolled employees all or any part of such Rates.

(b) Notify each employee who hereafter becomes eligible for enrollment, and each employee eligible for enrollment during any enrollment period, of this eligibility and the procedures for enrollment as set forth in Appendix A, and obtain and submit to SDC mutually acceptable applications for each such employee desiring to enroll.

(c) Keep such records and furnish to SDC such applications, notices, or periodic reports as may reasonably be required by SDC for the purpose of enrolling eligible employees under this Contract, processing terminations of coverage, effecting changes in the type of coverage of an enrolled eligible employee by reason of a change in marital or family status, determining the amount payable by Employer under this Contract, or other purpose reasonably related to the administration of this Contract. Employer is responsible for the timeliness and accuracy of all data furnished to SDC.

(d) Distribute any notices or information relating to this Contract that may be addressed or directed to the employees enrolled under this Contract.

(e) Provide reasonable opportunities for SDC to communicate with eligible employees, either in person or in writing, prior to their enrollment which are consistent with opportunities provided to other dental care benefits providers and sufficient to allow employees the opportunity to make an educated decision concerning enrollment.

4. Enrollment Opportunities

(a) Every eligible employee who will have filed an application for enrollment prior to the original Effective Date of this Contract, and upon its acceptance by SDC, will become enrolled under this Contract for the coverage described in the Evidence of Coverage.

(b) Employer will add new employees and their eligible dependents to the group of employees initially enrolled under this Contract, provided such new employees meet the eligibility requirements set forth in the Evidence of Coverage and Appendix A and have elected such coverage. Enrollment of new employees will be made in accordance with the procedures set forth in the Evidence of Coverage and Appendix A.

(c) SDC and the Employer may designate an Open Enrollment Period once a year during which SDC will accept applications from eligible employees who either elected not to enroll when initially eligible or who previously terminated their participation. Such employees will be eligible for enrollment only during an Open Enrollment Period or at the time of a Qualifying Event as defined under appropriate state and federal law, unless otherwise agreed to by the parties.

(d) Coverage under this Contract for employees who are enrolled on or before the Effective Date will commence as of the Effective Date. Thereafter, coverage for any eligible employee making a timely application for enrollment is as provided in the Evidence of Coverage and Appendix A.

5. Effective Date of this Contract

(a) The Effective Date of this Contract ("Effective Date") will be 12:01 A.M. on **1/1/2020**, which day and month will be the Anniversary Date ("Anniversary Date"), unless otherwise agreed to by SDC and the Employer. SDC and the Employer agree to an Anniversary Date of **1/1/2021**.

(b) The term of this Contract will be for a period of one (1) year following the Effective Date and, unless terminated sooner as provided herein, will be renewed on each Anniversary Date for the one (1) year period beginning on such date upon the payment and acceptance of Rates due on such Anniversary Date; provided that either SDC or Employer may terminate this Contract without cause at any time by giving forty-five (45) days prior written notice of termination to the other party.

6. Termination

In addition to the right of termination provided in sections 2 and 5, this Contract may be terminated for the following causes and in the following manner:

(a) If Employer fails to pay the aggregate dental service fees as determined by SDC on or before the due date of payment for such fees, SDC may terminate this Contract, without notice, effective at the expiration of the last period for which Employer paid such fees.

(b) A grace period of (31) days will be granted for the payment of any Rates and during that time this Contract will continue in force. In no event will any grace period extend beyond the date this Contract terminates. The Contract will automatically terminate (1) as of the end of the grace period if any Contract charge remains unpaid, or (2) as of the date during any grace period that SDC received written notice of termination from the Employer. Termination of this Contract will be without prejudice to any claim originating prior to the effective date of termination. Upon termination of this Contract, the Employer will be liable to SDC for the payment of any and all prepaid Rates which are accrued and unpaid at the time of termination, including a pro rata fee for any period the Contract was in force during the grace period, if any, preceding the termination.

In the event this Contract is terminated under subsections (a) or (b) above, Employer will be liable for all Rates due SDC through the date of termination. Upon termination of this Contract, SDC will cease to have any liability for benefits hereunder except as provided in the Evidence of Coverage.

Termination of the Contract does not terminate the rights or obligations of the Parties with respect to any period prior to termination or the obligation of Employer to indemnify SDC under this Contract.

7. Changes in the Contract

Except as set forth in section 2, SDC reserves the right to change the benefits, terms, and conditions thereof, provided under this Contract by giving Employer not less than forty-five (45) days-notice prior to the Anniversary.

8. Notice

All notices or demands under this Contract will be in writing and will be deemed to have been duly given if delivered by hand or mailed by registered mail, postage prepaid, and addressed as follows:

(a) If to SDC:

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

(b) If to Employer, employees of Employer, or Members:

Boone County Board of Education
8330 US 42
Florence, KY 41042

9. Limitation of Responsibility

The dentists who participate in the Plan are not employees of SDC. All dentists licensed by the States of SDC's current service area are eligible to participate in this Plan. Therefore, SDC is not responsible for any injury or harm a patient whose treatment is covered by this Plan may receive from a provider. No cause of action arising out of the relationship between a patient and participating dentist who provides dental services may be maintained against SDC.

Except as Employer is advised by SDC from time-to-time, SDC does not undertake to furnish any dental care services but will pay for such services furnished to enrolled employees and their eligible dependents as provided and limited by this Contract and in accordance with the signed agreement between such providers of care and SDC.

Employer agrees and acknowledges responsibility for compliance with applicable laws governing Employer and Employee Benefit Plans, which may be a requirement by entering into this Contract.

10. The Contract, Interpretation & Governing Law

This Contract, the Evidence of Coverage, the Appendices attached and the individual applications and reclassifications submitted by employees of Employer in connection with this Contract constitute the entire agreement between the parties with respect to the subject matter and are hereby incorporated by this reference.

All employees and their dependents enrolled under this Contract will have only the rights and benefits secured by this Contract subject to the terms and conditions set forth in these documents. All statements contained in the individual applications and reclassifications submitted by employees of Employer in connection with the Contract, in the absence of fraud, will be deemed representations and warranties, and no such statements will void the coverage provided hereunder or reduce any benefits unless contained in a written application of which a copy is attached to this Contract. No waiver, modification or change in any provision of this Contract will be effective until approved in writing by a duly authorized officer of SDC and evidenced by an endorsement attached to this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Kentucky.

11. Successors and Assigns

This Contract will be binding upon and inure to the benefit of SDC, its successors and assigns. This Contract and the rights and obligations conferred hereunder will not be assignable by Employer, employees of Employer or Members, except that Employer may assign this Agreement with the prior written consent of SDC.

12. Indemnification

Employer agrees that, in order to fulfill its duties, SDC must rely on oral or written representations of the Employer's officers, employees and agents and has no duty to independently audit or verify such information. Employer agrees to hold harmless SDC and its directors, officers and employees from and against any lost or damage to the Employer or SDC due to SDC's good faith reliance on these oral or written representations.

SDC understands that under the laws of Kentucky, Employer is unable to indemnify SDC.

13. Headings

The headings of the various sections may have been inserted for convenience of reference only and do not constitute a part of this Contract.

14. Severability

In the event any of the provisions contained in this Contract will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and this Contract will be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

15. Waiver

Failure to enforce any provisions of this Contract does not waive or alter the future enforceability of that provision.

16. Fraud Warning Provision

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.

17. Counterparts

This Contract may be executed in a number of counterparts, each of which will be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this Contract on the dates listed below.

Boone County Board of Education

Superior Dental Care, Inc.

By: _____

By: _____

Print Name: _____

Print Name: Patricia B. Decensi

Title: _____

Title: Secretary

Date: _____

Date: _____

By signing this contract, you certify that you have not changed or altered the contract in any way.

APPENDIX A

PLAN DESIGN AND RATES

The monthly Rate for the dental care benefits designated in the Evidence of Coverage shall be as follows:

	GROUP # D8958		GROUP # D8968	
	PLAN #1237		PLAN #1238	
	<u>Core</u>		<u>Enhanced</u>	
	<u>In Network</u>	<u>Out of Network</u>	<u>In Network</u>	<u>Out of Network</u>
Preventive & Diagnostic Services	100%	100%	100%	100%
Basic Services*	50%	50%	80%	80%
Major Services*	50%	50%	50%	50%
Contract Maximum (per member, per contract period)	\$1,000	\$1,000	\$1,500	\$1,500
Orthodontics	N/A	N/A	50%	50%
Lifetime Orthodontic Maximum	N/A	N/A	\$1,000	\$1,000
Deductible *Deductibles are per contract period and only apply to Basic & Major Services.	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150
Copay (applied to oral evaluations in the Preventive category only and are to be paid to the treating dentist at the time of service.)	N/A	N/A	N/A	N/A
DENTAL PLAN RATES				
	<u>Core</u>		<u>Enhanced</u>	
Employee	\$19.88		\$29.74	
EE+ Spouse	\$39.60		\$59.16	
EE+Child	\$49.50		\$73.96	
EE+Children	\$49.50		\$73.96	
EE+Family	\$71.30		\$106.48	

The above rates are guaranteed for a period of **two years** beginning with the initial effective date **1/1/2020**. These rates include all applicable ACA taxes and fees.

NETWORK

The above plan utilizes SDC's Network and offers the same level of coverage whether seeking care in network or out of network. We highly encourage members to seek care from a Plan network dentist as doing so delivers the greatest savings and protection for members. When utilizing a network dentist for care, members are protected from the practice of balance billing for any amount over and above their co-payment and our reimbursement. If members choose to see a dentist out of SDC's Network, they may be subjected to this added financial responsibility. Additionally, for any non-network service provided, our members will receive SDC's reimbursement directly and are in turn responsible for all payments to the non-network dentists.

BILLING

Premium Billing Statements are processed on approximately the 15th of the month prior to their due date. Unless other arrangements have been approved within this section, full payment of the amount indicated on the invoice is expected. Any adjustments, refunds, backbills, etc. will be posted on the next month's Premium Billing Statement following notification to SDC. Subscriber terminations can be made on the Premium Billing Statement, online, or via email with an effective date and reason indicated. SDC will consider up to a maximum of 60 days of adjustment for changes in enrollment.

SDC reserves the right to periodically reconcile premium payments received from Boone County Board of Education (BCBOE) against the bills that are produced each month. SDC understands that BCBOE will only remit funds for which they've collected from payroll deductions for active employees or personal checks for those off work or on COBRA. SDC also understands that BCBOE will submit payment within 30 days of the last paycheck for the prior month. In order to accurately reconcile premium receipts SDC requires detail at the covered employee level that supports the payment amount. This information should include employee name, rate tier and premium amount being submitted.

upon completion of a premium reconciliation, SDC identifies individuals whose premium has not been paid, and after reasonable efforts have been made to collect said premium, SDC reserves the right to terminate coverage for these employees.

Automatic payment of premium election: **No**

If Automatic payment of premium is elected, Premium Billing Statements will continue to be processed on approximately the 15th of the month. This amount will then be deducted from your designated business account on the 10th of the month (or the next business day).

CONTRIBUTION/PARTICIPATION LEVELS

Current Employer contribution: **Voluntary**

Minimum Eligible employee participation: **2 Enrolled Employees**

If there is a 50% change in the work force, SDC reserves the right to terminate the Contract or adjust the Rates.

ENROLLMENT AND EFFECTIVE DATES OF COVERAGE

Applications for new and returning employees, eligible under Appendix A, subject to acceptance by SDC, will be handled under the following procedure:

1. Applications will be submitted on behalf of all eligible new or returning employees who wish to enroll at the time of hire or return.
2. Subject to acceptance by SDC, coverage for applicants will be according to SDC's enrollment regulations in effect at the time application is received by SDC unless otherwise specified in paragraph 4.

ELIGIBLE EMPLOYEES

Every Subscriber within any of the classifications set forth below shall be eligible for enrollment of himself and any eligible dependents of his family:

CLASSIFICATION OF ELIGIBLE DEPENDENTS

Dependents are covered to the maximum age of: **26**

Dependents are covered through the end of the: **birth month**

(Finalized eligibility requirements are to be determined in conjunction with the Evidence of Coverage and existing Employer Group requirements.)

Once an employee is determined eligible and is enrolled under the terms of this Contract, the employer guarantees the employee's continued enrollment, as long as eligible, for the term of this Contract.

SERVICE AREA

SDC is licensed to sell to groups domiciled in Ohio, Kentucky and Indiana, with our network of participating dentists and specialists offering coverage across the country. Enrolled Members are encouraged to seek care from a participating dentist or specialist to maximize their benefits.



Superior Dental Care

EVIDENCE OF COVERAGE

KENTUCKY

We have prepared this EOC to help you understand how to use your dental plan. Please read it carefully and keep it in a convenient location for future reference. This dental plan is issued by Superior Dental Care, Inc. which includes access to SDC's network of dentists. You and your dependents for whom the required premiums have been paid are entitled to coverage under the Master Group Contract (referred to in this document as policy or plan) provided you meet the eligibility criteria told in the plan.

*Your coverage is subject to the exclusions, limitations, and other terms of the plan. This document summarizes the terms of coverage under the plan, but does not constitute the Master Group Contract. Certain terms of coverage contained in this EOC may be changed by amendments or the schedule of benefits attached to Master Group Contract. The Schedule of Benefits has been provided to you. **Please read this document and your schedule of benefits carefully.** If you wish to review the Master Group Contract, please contact your employer for further information.*

APPENDIX B
EVIDENCE OF COVERAGE

Description of Company.....	3
Service Area	3
Definitions	3
Coverage.....	5
Participating Dentists	5
Relationship Between Parties.....	6
Enrollment.....	6
Effective Date of Coverage.....	6
Identification Cards	6
Claim Forms	6
Coordination of Benefits (COB).....	6
Coinsurance, Deductible, Copay, and Maximum Benefits	8
Subrogation.....	8
Emergency Care.....	8
Pre-Determination of Benefits	8
Alternate Benefits	8
Examinations and Second Opinions.....	8
Termination of Coverage & COBRA	8
Appeal Process	9
Schedule of Benefits Plan # 1237 (Attachment)	

EVIDENCE OF COVERAGE (EOC)

(Under a Master Group Contract)

Issued by

Superior Dental Care, Inc. (SDC)

Superior Dental Care, Inc. is also referred to as "SDC" in this EOC.

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 NEED 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 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.

DESCRIPTION OF COMPANY

SDC became incorporated in 1984 in Dayton, Ohio and is a licensed Limited Health Services Organization (LHSO) in Kentucky that offers Limited Health Benefit Plans.

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 licensed to sell to groups domiciled in Ohio, Kentucky, and Indiana, with our network of participating dentists and specialists offering coverage across the country.

DEFINITIONS

All personal pronouns used in the EOC will include either gender.

Active Employee – Is an employee on active pay status.

Active Pay Status - Means conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave, bereavement leave, administrative leave, compensatory time, holidays, and personal leave.

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.

Allowable Expense – Is a health care expense, including deductibles, coinsurance, and copayments, that is covered at least in part by any Plan covering the person.

Balance Bill – Any amount of the dentist's current charge that exceeds SDC's then current allowable amount for an eligible service. *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.

Closed Panel Plan – Please refer to the definition of *Network Only*.

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, if applicable, Basic, and Major categories of coverage. Under 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; 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 EOC, the terms “you” and “your” refer to any *Covered Person*.

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

Deductible – The amount of dental expense, which you are responsible to pay before SDC begins calculations of benefits. Deductibles follow the Contract Period, have individual maximums, and may have family limits.

Eligible Person – An *Active Employee* of the *Enrolling Unit* who meets the eligibility requirements specified in the Contract and EOC.

Enrolled Member – The *Enrollee* and *Enrolled Dependents* enrolled in SDC to receive dental benefits. *Enrolled Members* may also be referred to as *Members*.

Enrolled Dependent – Unless other arrangements have been made with SDC by the employer, an *Enrolled Dependent* is 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, subject to the following conditions and limitations:

- (1) The *Enrolled Dependent* must be within SDC's service area unless court ordered coverage for dependent children living outside the service area is mandated;
- (2) *Enrolled Dependent* includes any stepchild, legally adopted child (or in the process of adoption) or foster child. Appropriate documentation must be sent to SDC;
- (3) *Enrolled Dependent* includes a child who is incapable of self-support because of mental disability or physical handicap if the subscriber sends proof of total disability;
- (4) The term *Enrolled Dependent* does not include spouse or child on active duty in any military service of any country; and
- (5) Newborn children are covered from the moment of birth and notice of birth and premium payment must be provided within 31 days from the date of birth to continue coverage.

Enrollee – Any active employee eligible by 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.).

In Network Benefits – Services provided by a participating dentist or specialist.

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 under a specific group contract as a *Covered Person* with SDC. Any orthodontic 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*. Please see your Schedule of Benefits to see if Lifetime Maximums apply.

Medically Necessary – A pre-determined course of treatment that is proper to the evaluation and treatment of a disease, condition, or illness and consistent with the applicable standard of care. This does not include cosmetic services.

Network Only – Is a Plan that provides health care benefits to covered persons primarily in the form of services through a panel of providers that have contracted with the Plan, and that excludes coverage for services provided by out of network providers, except in cases of emergency or those coordinated by SDC. This is also known as a *Closed Panel Plan*.

Non-covered/Ineligible Services – Services for which there is no contractual benefit and for which the member is responsible for the provider's full charge. This includes excluded services.

Non-Participating Dentist or Specialist – Is any dentist who has not entered into an agreement with SDC to give dental services to *Covered Persons* through SDC's *Network*.

Open Access – The Plan offering coverage in and out of SDC's Network.

Out of Pocket Maximum – The amount of dental expense which you are responsible for, per member, per Contract Period. Each new Contract Period, a new Out of Pocket Maximum is applied per member. The Out of Pocket Maximum is applied only to the In-Network Benefits.

Out of Network Benefits – Services provided by a non-participating dentist or specialist.

Open Enrollment – Unless otherwise specified in the Master Contract, 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 choose or cancel coverage.

Participating Dentist or Specialist – Is any dentist who has entered into an agreement with SDC to give dental services to *Covered Persons* through SDC's Network.

Plan – Is the plan that offers coverage through SDC's Network of Dentists. Employers buy this plan in three distinct ways. The Plan is offered either as *Network Only*, *Open Access* or as *Point of Service*.

Point of Service – This type of plan gives different levels of coverage in and out of network.

Schedule of Benefits/List of Covered Services – Is an attached listing of covered benefits and plan features.

SDC's Network – Is the group of dentists and dental specialists who have entered into an agreement with SDC to give dental services to *Covered Persons*.

Qualifying Event – Is an event that allows an *Enrollee* to make changes to his enrollment during the contract period (within 35 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 (needs court documentation), etc.

COVERAGE

SDC offers three types of coverage through SDC's Network in this plan:

Network Only – The Plan choice offering coverage only through SDC's Network. Please check with your Employer to find if this is the way they bought your dental Plan through SDC. For *Network Only* coverage, payment is always directed to the *Participating Dentist or Specialist*.

Open Access – The Plan choice offering coverage in and out of SDC's Network. Please be sure to check with your employer to find if this is the way they bought your dental plan through SDC. For *Open Access* coverage, payment for non-participating dentists or dental specialists, unless otherwise contracted, is always directed to the *Enrollee* and it is the *Enrolled Member's* responsibility to assure payment to the treating dentist.

Point of Service - The Plan choice offering coverage in and out of SDC's Network but at different levels of coverage. Please be sure to check with your employer to find if this is the way they bought your dental plan through SDC. For *Point of Service* coverage, payment for non-participating dentists or dental specialists, unless otherwise contracted, 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 or Point of Service options 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 or Point of Service options seeking treatment from a non-participating dentist may handle 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 Enrollee unless otherwise contracted.**

Enrolled Members in the Network Only choice MUST seek service from a Participating Dentist or Specialist within the service area to receive their benefits. In most cases *Enrolled Members* should be able to seek service from their preferred dentist, since all licensed dentists within the service area are eligible to apply for participation with The Plan. A complete listing of The Plan's participating dentists is accessible via the SDC website (superiordental.com). At SDC's website, a function titled **Find A Dentist** helps review The Plan's entire network of *Participating Dentists* 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 listing 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.

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*.

Except in Indiana, SDC is not a member of a guaranty fund. In case of insolvency, *Enrolled Members* are protected only to the extent that the hold harmless provision applies to the services given. Also, *Enrolled Members* may be financially responsible for services given 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 stops operations, the *Participating Dentists* have agreed to give dental services to *Enrolled Members* as needed to complete any medically necessary procedures started but unfinished at the time of SDC's insolvency or discontinuance of operations.

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. Unless otherwise specified in the Master Contract, 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 of that testing.

The *Enrolling Unit* will 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* will 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, will have his coverage become effective on the date of his return to active full-time work. In no event will 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 aid 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* will seek payment for covered services solely from SDC by filing a clean claim and payment always goes to the participating provider of dental services. A clean claim is a claim sent with all necessary information and documentation attached. These claims will be processed within 30 days or by state law guidelines. You will still be responsible for applicable *Coinsurance*, *Deductibles*, and *Copayments*. It is your responsibility to show your SDC identification card to your *Participating Dentist* before you receive care. This will speed up the claims process since claims must be sent 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 sending your own claim form when seeking their care. A *Non-Participating Dentist* may also seek full payment for services prior to the submission of a claim form. All claims must be sent and resolved within one year from the date of service to be considered for payment, regardless of enrollment status. These claims payments are directed to the *Enrollee* unless otherwise contracted.

COORDINATION OF BENEFITS (COB)

This provision applies if you have dental insurance coverage under more than one Plan.

"Plan" under this section means any group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice, or individual practice coverage; and any governmental program, or coverage required by or provided by law, except Medicaid.

Plan does not mean:

1. The medical benefits coverage in a group, group-type, and individual motor vehicle "no-fault" and traditional automobile "fault" type contracts; or
2. School accident-type coverages that cover elementary, high school, or college students for accidents only, including athletic injuries, either on a twenty-four (24) hour basis or on a "to-and from school" basis; or
3. any group or group type hospital indemnity coverage, unless designed to give the Member the right to elect reimbursement-type benefits at the time of the claim.

"Claim Determination Period" is the period of the last twelve (12) consecutive months, over which Allowable Expenses will be compared with total benefits payable in the absence of coordination of benefits, to determine whether other insurance exists and how much each Plan will pay or provide.

If you have only one Plan or if this Plan is the primary plan under the below order of benefit determination rules, this Plan will pay benefits according to the Schedule of Benefits subject to all conditions, limitations, and exclusions.

If this Plan is secondary under the below order of benefit determination rules, the lesser of the following benefits will be paid:

1. The benefits shown in the Schedule of Benefits subject to all conditions, limitations, and exclusions of this Plan; or
2. An amount which, when added to the benefits payable under other Plans, does not exceed 100% of the Allowable Expense for such service or supply under this Plan in the claims determination period (within twelve months from the date of service).

No benefits will be paid by this Plan if the benefits payable by other Plans is equal to or exceeds 100% of the Allowable Expense in a benefit year. Benefits payable includes any benefit that would have been payable if a claim had been made within the Claim Determination Period.

Order of Benefit Determination

If you are covered by two or more plans, the requirements for finding the order of benefit payments will be as follows:

1. Coordination of benefits language contained within a plan.
 - a. If the other Plan has a COB provision whose rules state that Plan is primary, then this Plan is secondary.
 - b. If the other Plan does not have a COB provision consistent with Kentucky state law, this Plan is secondary.
2. Nondependent or dependent - the Plan that covers a person other than as a dependent is primary unless the person is a Medicare beneficiary. In this case, benefits will be decided in coordination with federal law.
3. Dependent child covered under more than one (1) plan:
 - a. The primary plan is the Plan of the parent whose birthday is earlier in the year if the parents are married; the parents are not separated (whether they've ever been married); or a court decree awards joint custody without specifying that one parent must provide coverage.
 - b. If both parents have the same birthday, the Plan that covered either of the parents longer is primary.
 - c. If a court decree states one parent is responsible for the child's healthcare expenses or coverage and the Plan of that parent has knowledge of those terms, that Plan is primary. If the parent with that responsibility has no coverage for the child but that parent's spouse does, the spouse's Plan is primary.
 - d. If the parents are not married or are separated or divorced, and there is no court decree, the order of benefit determination is: (1) the Plan of custodial parent then (2) the Plan of the custodial parent's spouse then (3) the Plan of the noncustodial parent 4) the Plan of the spouse of the noncustodial parent.
4. Active or Inactive Employee – the Plan that covers a person as an employee who is neither laid-off or retired, or as that employee's dependent is primary.
5. Continuation Coverage – if a person whose coverage is provided under a right of continuation coverage under federal or state law and is also covered under another Plan, the Plan covering the person as an employer, member, subscriber, or retiree, or as that person's dependent, is primary and the continuation coverage is secondary.
6. If 1-5 are inapplicable, then the Plan that covered the person for the longer period is primary.
 - a. The person's length of time covered under the Plan is measured from the first date of the person's coverage under the Plan. If that date is not available for a group Plan, the date the person first became member of the group will be used.
 - b. Changes during a coverage period that do not constitute the start of a new Plan include: (a) a change in the scope of the Plan's benefits; (b) a change in the entity that pays, gives or administers the plan's benefits; or (c) a change from one type of Plan to another.
7. If none of the preceding requirements decide the primary plan, the Allowable Expenses will be shared equally between the Plans.

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 *List of Covered Services* 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 may have individual and family maximums. Refer to your *List of Covered Services* to figure out if your plan has a *Deductible*. You are responsible for any non-covered service, ineligible service and the proper *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 *List of Covered Services* to figure out 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.

SUBROGATION

In those instances where this section applies, it will be administered as required by the laws of your State.

EMERGENCY CARE

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

A *Non-Participating Dentist* is not required to send a claim form on your behalf and you may be responsible for sending your own claim form when seeking emergency care. A *Non-Participating Dentist* may also seek full payment for emergency care prior to the submission of a claim form.

PRE-DETERMINATION OF BENEFITS

Pre-determination of benefits is designed to aid 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 started when your dentist sends the proposed treatment plan. SDC's Dental Consultants review claims, deciding whether the case presented meets the contracted benefit criteria. Once reviewed and processed, you and your dentist will be given 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 SDC may pay 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 started prior to pre-determination of benefits, you could be responsible for the full cost of treatment.

ALTERNATE BENEFITS

Alternate benefits may be given when there is more than one acceptable course of treatment. In this situation, SDC will give benefits based on the least expensive, professionally accepted treatment. If you and your dentist choose a more expensive treatment, the added 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.

TERMINATION OF COVERAGE & COBRA

Benefits for the *Enrollee* under the Contract will automatically end on the earliest of the following dates:

- (1) The date the Contract ends, or with respect to any specific covered item of the Contract, the date the coverage item ends.
- (2) The date any required *Enrollee's* contribution toward the dental premium has not been paid to SDC unless another date has been specified in the Contract.

- (3) The date the *Enrolled Member* moves out of SDC's service area.
- (4) The date the *Enrollee* is retired or pensioned, unless coverage classification is specified for retired or pensioned individuals in the Contract.
- (5) The date of entry into military duty, except temporary duty of 30 days or less.
- (6) The date as noted in the Contract a *Covered Person* ceases to be eligible.
- (7) The last day the *Enrollee* is in *Active Pay Status*.

Continuation of coverage under COBRA will 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 figure out if he or she is eligible to continue coverage under COBRA.

APPEAL PROCESS

If an *Enrolled Member* has a complaint concerning their dental services, 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.

An authorized member of SDC's Dental Services Team will contact the *Enrolled Member* and attempt to resolve the complaint through informal discussions, consultations, or conferences. The Team Member will notify the *Enrolled Member* of the resolution of the complaint no later than thirty (30) days following receipt of the complaint.

If the *Enrolled Member* is not satisfied with the resolution through the "informal" process, the *Enrolled Member* may send a written request to SDC asking for reconsideration. This written request will be given to a Committee appointed by SDC, consisting of two dentist members, two consumer members, and one added representative. The Committee will be empowered to resolve or recommend resolution of the complaint.

If a hearing is necessary or requested by the Member, it will 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 considered necessary for a fair appraisal of the complaint.

The Committee will tell 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 or file a complaint with their State Department of Insurance. For your convenience, address and telephone information is included in this EOC for the Ohio, Kentucky, and Indiana Departments of Insurance.

Departments of Insurance

Ohio Department of Insurance

50 W. Town St. #300
Columbus, Ohio 43215-1067
(800) 686-1526 (Member Complaints)
(614) 644-2673 (Consumer Service)

Kentucky Department of Insurance

215 W. Main St.
P.O. Box 517
Frankfort, KY 40602-0517
(800) 462-2081 or
(502) 564-3630 (Consumer Protection
And Education Division)

Indiana Department of Insurance

311 W. Washington St. # 300
Indianapolis, IN 46204-2787
(317) 232-2395 (Cons. Serv.)

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
superiordental.com