

Eastern Shawnee Tribe of Oklahoma Group Benefit Plan

Group No.: 16723

Dental

**Plan Document
and
Summary Plan Description**

Originally Effective: July 1, 1998

Amended and Restated Effective: February 1, 2019



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ESTABLISHMENT OF THE PLAN

Eastern Shawnee Tribe of Oklahoma (the "Employer" or the "Plan Sponsor") has adopted this amended and restated Plan Document and Summary Plan Description effective as of February 1, 2019, for the Eastern Shawnee Tribe of Oklahoma Group Benefit Plan (hereinafter referred to as the "Plan" or "Summary Plan Description"), as set forth herein for the exclusive benefit of its Employees and their eligible Dependents. The Plan was originally adopted by the Employer effective as of July 1, 1998.

Non-Grandfathered Plan Status

This Plan is not a "grandfathered health plan" under Health Care Reform. Questions regarding the Plan's status can be directed to the Plan Administrator. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or www.dol.gov/ebsa/healthreform.

Purpose of the Plan

The Plan Sponsor has established the Plan for your benefit and for the benefit of your eligible Dependents, on the terms and conditions described herein. The Plan Sponsor's purpose in establishing the Plan is to help to protect you and your family by offsetting some of the financial problems that may arise from an Injury or Illness. To accomplish this purpose, the Plan Sponsor must attempt to control health care costs through effective plan design and the Plan Administrator must abide by the terms of the Plan Document and Summary Plan Description, to allow the Plan Sponsor to allocate the resources available to help those individuals participating in the Plan to manage their healthcare costs.

The Plan is not a contract of employment between you and your Employer and does not give you the right to be retained in the service of your Employer.

The purpose of this Plan is to set forth the terms and provisions of the Plan that provide for the payment or reimbursement of all or a portion of certain health care expenses. This Plan is maintained by the Plan Administrator and may be inspected at any time during normal working hours by you or your eligible Dependents.

Adoption of this Plan Document and Summary Plan Description

The Plan Sponsor, as the settlor of the Plan, hereby adopts this Plan Document and Summary Plan Description (SPD) as the written description of the Plan. This Plan represents both the Plan Document and the Summary Plan Description, which is required by the Employee Retirement Income Security Act of 1974, as amended from time to time. This Plan Document and SPD amends and replaces any prior statement of the health care coverage contained in the Plan or any predecessor to the Plan.

DENTAL SCHEDULE OF BENEFITS

BENEFIT	PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER (Subject to Usual and Customary Charges)
PRE-DETERMINATION LIMIT	\$200	
CALENDAR YEAR DEDUCTIBLE		
Single	\$50	\$50
Family	\$150	\$150
CLASS A, B AND C EXPENSES COMBINED CALENDAR YEAR MAXIMUM BENEFIT	\$1,000 per Covered Person	
DENTAL BENEFITS		
Class A-Preventive Services	100%; Deductible waived	100%; Deductible waived
Class B-Basic Services	80% after Deductible	80% after Deductible
Class C-Major Services	50% after Deductible	50% after Deductible

ELIGIBILITY FOR PARTICIPATION

Employee Eligibility

A full-time Employee of the Employer Legally Employed in the U.S. who regularly works 30 or more hours of service per week will be eligible to enroll for coverage under this Plan once he/she completes a waiting period of 60 days from the first day he or she reports for employment with the Employer. Includes seasonal Employees. Participation in the Plan will begin as of the first day following completion of the waiting period provided all required election and enrollment forms are properly submitted to the Plan Administrator.

You are not eligible to participate in the Plan if you are a part-time, temporary or leased employee, an independent contractor or a person performing services pursuant to a contract under which you are designated an independent contractor (regardless of whether you might later be deemed a common law employee by a court or governmental agency) or a person covered by a collective bargaining agreement that does not provide for participation in this Plan.

Dependent Eligibility

Your Dependents are eligible for participation in this Plan provided he/she is:

- (1) Your Spouse.
- (2) Your Child until the end of the month in which he/she attains age 26.
- (3) Your Child age 26 or older, who is unable to be self supporting by reason of mental or physical handicap and is incapacitated, provided the Child suffered such incapacity prior to the end of the month in which he/she attained age 26. Your Child must be unmarried and primarily dependent upon you for support. The Plan Sponsor may require subsequent proof of your Child's disability and dependency, including a Physician's statement certifying your Child's physical or mental incapacity.
- (4) A Child for whom you are required to provide health coverage due to a Qualified Medical Child Support Order (QMCSO). Procedures for determining a QMCSO may be obtained from the Plan Administrator at no cost.

The below terms have the following meanings:

"Spouse" means any person who is lawfully married to you under any state law. Specifically excluded from this definition is a spouse by reason of common law marriage, whether or not permitted in your state. The Plan Administrator may require documentation proving a legal marital relationship.

"Child" means your natural born son, daughter, stepson, stepdaughter, legally adopted Child (or a Child placed with you in anticipation of adoption), or a Child for whom you are the Legal Guardian. Coverage for a Child for whom you are the Legal Guardian will remain in effect until such Child no longer meets the age requirements of an eligible Dependent under the terms of the Plan, regardless of whether or not such Child has attained age 18 (or any other applicable age of emancipation of minors).

"Child placed with you in anticipation of adoption" means a Child that you intend to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by you of a legal obligation for total or partial support of the Child in anticipation of adoption of the Child. The Child must be available for adoption and the legal process must have commenced.

"Legal Guardian" means a person recognized by a court of law as having the duty of taking care of the person and managing the property and rights of an individual that is placed with such person by judgment, decree or other order of any court of competent jurisdiction.

The Plan Administrator, in its sole discretion, shall have the right to require documentation necessary to establish an individual's status as an eligible Dependent.

When You and Your Dependent are Covered Employees

When both you and your Dependent are covered Employees, each of you must choose coverage as either an Employee or as a Dependent. You may not be covered under this Plan as both an Employee and a Dependent.

Eligible Dependent Children of 2 covered Employees may not be enrolled as Dependents of both Employees, whether the Employees are married or unmarried.

Court Ordered Coverage for a Child

Federal law requires the Plan, under certain circumstances, to provide coverage for your Children. The details of these requirements are summarized below.

The Plan Administrator shall enroll for immediate coverage under this Plan any Child, who is the subject of a "qualified medical child support order" ("QMCSO"). If you are ordered to provide such coverage for a Child and you are not enrolled in the Plan at the time the Plan Administrator receives a QMCSO, the Plan Administrator shall also enroll you for immediate coverage under this Plan. Coverage under the Plan will be effective as of the later of the date specified in the order or the date the Plan Administrator determines that the order is a QMCSO. Any required contribution for coverage pursuant to this section will be deducted from your pay in accordance with the Employer's payroll schedule and policies.

A QMCSO is defined as a child support decree or order issued by a court (or a state administrative agency that has the force and effect of law under applicable state law) that obligates you to support or provide health care coverage to your child and includes certain information concerning such coverage. The Plan Administrator will determine whether any child support order it receives constitutes a QMCSO. Except for QMCSO's, no child is eligible for Plan coverage, even if you are required to provide coverage for that child under the terms of a separation agreement or court order, unless the child is an eligible Child under this Plan. Procedures for determining a QMCSO may be obtained, free of charge, by contacting the Plan Administrator.

Timely Enrollment

Once you are eligible to participate in the Plan, you must enroll for coverage by completing all election and enrollment forms and submitting them to the Plan Administrator within 31 days after satisfaction of the eligibility requirements. If you are required to contribute towards the cost of coverage you must complete and submit a payroll deduction authorization for the Plan Administrator to deduct the required contribution from your pay. In addition, as part of the enrollment requirements, you will be required to provide your social security number, as well as the social security numbers of your Dependents. The Plan Administrator may request this information at any time for continued eligibility under the Plan. Failure to provide the required social security numbers may result in loss of eligibility or loss of continued eligibility under the Plan.

If you are declining enrollment for yourself and/or your Dependents (including your Spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself or your Dependents in this Plan if you or your Dependents lose eligibility for that other coverage, or if the employer stops contributing towards your or your Dependents' other coverage. (See the Special Enrollment Event section below for details.) However, you must request enrollment within 31 days after you or your Dependents' other coverage ends (or after the employer stops contributing toward the other coverage). To be eligible for these Special Enrollment rights you must have completed a waiver when you were first eligible stating that you were declining because of other group health insurance coverage.

In addition, if you have a new Dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your Dependents. However, you must request enrollment within 31 days after the marriage, birth, adoption, or placement for adoption.

In the case of marriage, eligible individuals must submit their enrollment forms prior to the Effective Dates of coverage in order for salary reductions to have preferred tax treatment from the date coverage begins.

If you fail to complete and submit the appropriate election and enrollment forms within the 31-day period described above, you will not be eligible to enroll in the Plan until the next open enrollment period or unless you experience a Special Enrollment Event or a Status Change Event.

Open Enrollment Period

You and your Dependents may enroll for coverage during the Plan's open enrollment period, designated by the Plan Sponsor and communicated to you prior to such open enrollment period. During this time you will be permitted to make changes to any existing benefit elections. Benefit elections made during the open enrollment period will be effective as of January 1 and will remain in effect until the next open enrollment period unless you or your Dependent experiences a Special Enrollment Event or Status Change Event.

Late Enrollment

If you did not enroll during your original 31-day eligibility period you may do so by making written application to the Plan Administrator during the annual open enrollment period (refer to annual open enrollment period section above). In these circumstances, you and/or your eligible Dependents will be considered Late Enrollees.

Special Enrollment Event

A special enrollment event occurs when you or your Dependents suffer a loss of other health care coverage, when you become eligible for a state premium assistance subsidy or acquire a new Dependent as a result of marriage, birth, adoption or placement for adoption. In these circumstances, you and/or your eligible Dependents will be considered Special Enrollees.

Each special enrollment event is more fully described below:

- (1) **Loss of Other Coverage (other than under Medicaid or SCHIP).** If you declined enrollment for yourself or your Dependents (including your Spouse) because you or your Dependents had other health coverage (including coverage under a group health plan sponsored by a governmental or educational institution, a medical care program of the Indian Health Service or of a tribal organization), you may enroll for coverage for yourself and/or your Dependents under this Plan if the other health coverage is lost as a result of one of the following provided, however, you submitted a written statement to the Plan Administrator when you and/or your Dependents were initially eligible stating that other health coverage was the reason for declining enrollment under this Plan:
 - (a) The other health coverage was under COBRA and the maximum continuation period available under COBRA has been exhausted;
 - (b) Loss of eligibility under the other health coverage for reasons other than non-payment of the required contribution or premium, making a fraudulent claim or intentional misrepresentation of a material fact in connection with the other plan; or
 - (c) Employer contributions cease for the other health coverage.

If you are already enrolled in a benefit option available under the Plan and your Dependent lost his or her other health coverage, you may enroll in a different benefit option available under the Plan due to the special enrollment event of your Dependent.

You must submit the appropriate election and enrollment forms to the Plan Administrator within 31 days after the date the other health coverage was lost. Coverage under the Plan will become effective on the next day following the date the other health coverage was lost provided you submit the appropriate election and enrollment forms to the Plan Administrator.

- (2) **Loss of Coverage under Medicaid or SCHIP or Eligibility for a State Premium Assistance Subsidy.** If you or your Dependents did not enroll in the Plan when initially eligible because you and/or your Dependents were covered under Medicaid or a state sponsored Children's Health Insurance Program (SCHIP) and your coverage terminates because you or your Dependents are no longer eligible for Medicaid or SCHIP or you or your Dependents become eligible for a state premium assistance subsidy under Medicaid or SCHIP, you may enroll for coverage under this Plan for yourself and your Dependents after Medicaid or SCHIP coverage terminates or after you or your Dependents' eligibility for a state assistance subsidy under Medicaid or SCHIP is determined.

You must submit the appropriate election and enrollment forms to the Plan Administrator within 60 days after coverage under Medicaid or SCHIP terminates or within 60 days after eligibility for a state premium assistance subsidy under Medicaid or SCHIP is determined. Coverage under the Plan will become effective on the next day following the date the other health coverage was lost or eligibility for a state premium assistance subsidy is determined provided you submit the appropriate election and enrollment forms to the Plan Administrator.

- (3) **Acquisition of a New Dependent.** If you acquire a new Dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll for coverage under this Plan for yourself and your Dependents. You must submit the appropriate election and enrollment forms to the Plan Administrator within 31 days after the date you acquire such Dependent.
 - (a) Coverage becomes effective for a Dependent Child who is born after the date your coverage becomes effective as of such Child's date of birth provided you complete and submit the required election and

enrollment forms (including a payroll deduction authorization, if applicable) within 31 days after the Child's birth. Failure to enroll in the Plan within this 31-day period will result in no coverage under the Plan.

- (b) Coverage for a newly acquired Dependent due to marriage will be effective on the date of marriage provided you complete and submit the required election and enrollment forms (including a payroll deduction authorization, if applicable) within 31 days after your date of marriage. Eligible individuals must submit their enrollment forms prior to the effective dates of coverage in order for salary reductions to have preferred tax treatment from the date coverage begins. Failure to enroll in the Plan within the 31-day period described above will result in no coverage under the Plan.
- (c) Coverage for a newly acquired Dependent due to adoption (or placement with you in anticipation of adoption) will be effective as of the date of adoption (or placement in anticipation of adoption) provided you complete and submit the required election and enrollment forms (including a payroll deduction authorization, if applicable) within 31 days after adoption or placement in anticipation of adoption, as applicable. Failure to enroll in the Plan within the 31-day period described above will result in no coverage under the Plan.

Status Change Event

Generally your election under the Plan will remain in effect for the entire Plan Year unless you experience a Special Enrollment Event (described above) or a Status Change Event (as permitted by the Employer's Section 125 Plan). If a Status Change Event occurs you may make a new election under the Plan provided your new election is consistent with the Status Change Event.

You must submit the appropriate election and enrollment forms to the Plan Administrator within 31 days after the Status Change Event. Coverage under the Plan will become effective on the next day following the date of the Status Change Event provided you submit the appropriate election and enrollment forms to the Plan Administrator.

TERMINATION OF COVERAGE

Termination of Employee Coverage

Coverage under the Plan will terminate on the earliest of the following dates:

- (1) The date the Plan terminates, in whole or in part.
- (2) If you fail to make any contribution when it is due, the beginning of the period for which a required contribution has not been paid.
- (3) The date you report to active military service, unless coverage is continued through the Uniformed Services Employment and Reemployment Rights Act (USERRA) as explained below.
- (4) The end of the month in which you cease to be eligible for coverage under the Plan.
- (5) The end of the month in which you terminate employment or cease to be included in an eligible class of Employees.
- (6) The date you (or any person seeking coverage on your behalf) performs an act, practice or omission that constitutes fraud.
- (7) The date you (or any person seeking coverage on your behalf) makes an intentional misrepresentation of a material fact.

Termination of Dependent Coverage

Coverage under the Plan will terminate on the earliest of the following dates:

- (1) The date the Plan terminates, in whole or in part.
- (2) The date the Plan discontinues coverage for Dependents.
- (3) The date coverage terminates for the Employee.
- (4) If you and/or your Dependents fail to make any contribution when it is due, the beginning of the period for which a required contribution has not been paid.
- (5) The date the Dependent Spouse reports to active military service.
- (6) The end of the month in which a Dependent ceases to be a Dependent as defined by the Plan.
- (7) The date your Dependent (or any person seeking coverage on behalf of your Dependent) performs an act, practice or omission that constitutes fraud.
- (8) The date your Dependent (or any person seeking coverage on behalf of your Dependent) makes an intentional misrepresentation of a material fact.

Retroactive Termination of Coverage

Except in cases where you and/or your covered Dependents fail to pay any required contribution to the cost of coverage, the Plan will not retroactively terminate coverage under the Plan unless you and/or your covered Dependents (or a person seeking coverage on behalf of you and/or your covered Dependents) performs an act, practice or omission that constitutes fraud with respect to the Plan or unless the individual makes an intentional misrepresentation of material fact. In such cases, the Plan will provide at least 30 days advance written notice to you or your covered Dependent who is affected before coverage will be retroactively terminated. As provided above, coverage may be retroactively terminated in cases where required employee contributions have not been paid by the applicable deadline. In those cases, no advance written notice is required.

Continuation of Coverage under the Family and Medical Leave Act (FMLA)

The Plan shall at all times comply with the Family and Medical Leave Act of 1993 (FMLA), as amended and as promulgated in regulations issued by the Department of Labor.

During any leave taken under the FMLA, you may maintain coverage under the Plan on the same conditions as coverage would have been provided if you had been continuously employed during the leave period. Failure to make required payments within 30 days of the due date established by your Employer will result in the termination of coverage for you and/or your eligible Dependents.

If you fail to return to work after the FMLA leave, the Employer may have the right to recover its contributions toward the cost of coverage during the FMLA leave.

If coverage under the Plan terminates during the FMLA leave, coverage will be reinstated for you and your covered Dependents if you return to work at the end of the FMLA leave.

Continuation of Coverage under State Family and Medical Leave Laws

To the extent this Plan is required to comply with a state family and medical leave law that is more generous than the FMLA, continuation of coverage under this Plan will be provided in accordance with such state family and medical leave law, as well as under FMLA.

Continuation of Coverage under USERRA

You may elect to continue Plan coverage under the Uniformed Services Employment and Reemployment Rights Act (USERRA) if you are absent from work due to military service in the Uniformed Services (as defined under USERRA). You may elect to continue coverage for yourself and any of your Dependents that were covered under the Plan at the time of your leave. Your eligible Dependents do not have an independent right to elect coverage under USERRA; therefore unless you elect to continue coverage on their behalf, your eligible Dependents will not be permitted to continue coverage under USERRA separately.

To elect coverage under USERRA, you must submit your election to continue coverage under USERRA, on a form prescribed by the Plan Administrator to the Plan Administrator within 60 days after the date of your leave. Coverage under the Plan will become effective as of the date of your leave and will continue for the lesser of (a) 24 months (beginning on the date your absence begins); or (b) the period of time beginning on the date your absence begins and ending on the day after the date you return to employment with the Employer or fail to apply for or return to employment with the Employer within the time limit applicable under USERRA.

If your leave is 31 days or more, you will be required to pay up to 102% of the full contribution under the Plan. If your leave is 30 days or less, you will not be required to pay more than the amount (if any) you would have paid had you remained an active Employee of the Employer. Your Employer will notify you of the procedures for making payments under this Plan.

Continuation coverage provided under USERRA counts towards the maximum coverage period under COBRA continuation coverage.

An Employee returning from USERRA-covered military leave who participated in the Plan immediately before going on USERRA leave has the right to resume coverage under the Plan upon return from USERRA leave, as long as the Employee resumes employment within the time limit that applies under USERRA. No waiting period will apply to an Employee returning from USERRA leave (within the applicable time period) unless the waiting period would have applied to the Employee if the Employee had remained continuously employed during the period of military leave.

DENTAL EXPENSES

If a Covered Person incurs expenses for a service on the list of "Eligible Dental Expenses," such charges are covered to the extent that they meet all of the following conditions:

- (1) Constitute Dentally Necessary treatment.
- (2) Are Incurred while covered under this Plan.
- (3) Are Usual and Customary Charges for Non-Participating Providers.

The Plan will pay for such eligible expenses as shown in the Dental Schedule of Benefits.

Reimbursement for eligible expenses will be made directly to the provider of the service, unless a receipt showing payment is submitted.

Deductible

A Deductible is the total amount of eligible expenses as shown in the Dental Schedule of Benefits, which must be Incurred by you during any Calendar Year before Covered Expenses are payable under the Plan. The family Deductible maximum, as shown in the Dental Schedule of Benefits, is the maximum amount which must be Incurred by the covered family members during a Calendar Year. However, each individual in a family is not required to contribute more than one individual Deductible amount to a family Deductible.

Dental Participating Provider Network

The Plan Administrator has entered into an agreement with Participating Providers in the Aetna PPO (the "Network"). This Network offers you dental services at discounted rates. Using a Network provider will normally result in a lower cost to the Plan as well as a lower cost to you. There is no requirement for anyone to seek care from a provider who participates in the Network. The choice of provider is entirely up to you. The Network will apply to all family members regardless of where the individual family members may reside. The Plan Administrator will provide each Employee with information regarding his or her dental Network.

Date Expenses are Incurred

An expense is Incurred when the service is performed, except that it is deemed to be Incurred:

- (1) When the impression is taken in the case of dentures or fixed bridgework;
- (2) When seating of the tooth is begun in the case of crown work;
- (3) When the pulp chamber is opened in the case of root canal therapy.

Pre-Determination of Benefits

When the total cost of eligible dental expenses is expected to exceed the Pre-Determination Limit as shown in the Dental Schedule of Benefits, the Dentist's treatment plan should be sent to the Third Party Administrator before the first date of treatment. Based on the treatment plan, the Third Party Administrator will estimate the amount of the benefit available if treatment is performed and inform the Dentist of the determination. The treatment plan should:

- (1) Show the Dentist's proposed course of treatment;
- (2) Show the total charge for the treatment;
- (3) Include x-rays, study models and any other data requested by the Third Party Administrator;
- (4) Show how long the treatment will take; and
- (5) Show the classification of malocclusion (if the treatment plan is for Orthodontic Treatment).

Pre-determination is not necessary when eligible dental expenses are Incurred for emergency dental care or Accidental dental Injuries.

Pre-treatment review is not a guarantee of the benefits that will be payable. It tells the Covered Person and the Dentist, in advance, what is payable for the eligible dental services named in the treatment plan. But payment is conditioned on:

- (1) The work being done as proposed and while the Covered Person is covered under this Plan; and
- (2) The Deductible and payment limit provisions listed in the Dental Schedule of Benefits and all of the other terms of this Plan.

Alternative Treatment

The Plan has an "alternative treatment" clause that limits the Plan's payment to the most cost effective treatment of a dental condition that provides a professionally acceptable result as determined by national standards of dental practice. If a Covered Person chooses a more expensive treatment according to accepted standards of dental practice to correct a dental condition, the Plan's payment will be based on the treatment that provides professionally satisfactory results at the most cost-effective level.

Eligible Dental Expenses

Class A- Diagnostic and Preventive Services:

Diagnostic Services:

- (1) Clinical oral evaluations as follows:
 - (a) Periodic oral evaluation (limited to 2 per Calendar Year) (not performed in conjunction with Orthodontic Treatment).
 - (b) Limited oral evaluation - problem focused.
 - (c) Oral evaluation for a patient under 3 years of age and counseling with primary caregiver (limited to 2 per Calendar Year) (not performed in conjunction with Orthodontic Treatment).
 - (d) Comprehensive oral evaluation - new or established patient (limited to 2 per Calendar Year) (not performed in conjunction with Orthodontic Treatment).
 - (e) Detailed and extensive oral evaluation - problem focused, by report.
 - (f) Reevaluation - limited, problem focused (established patient; not post-operative visit) (limited to 2 per Calendar Year) (not performed in conjunction with Orthodontic Treatment).
 - (g) Comprehensive periodontal evaluation - new or established patient (limited to 2 per Calendar Year) (not performed in conjunction with Orthodontic Treatment).
 - (h) Screening of a patient – a screening, including state or federally mandated screenings, to determine an individual's need to be seen by a Dentist for diagnosis.
 - (i) Assessment of a patient - a limited clinical inspection that is performed to identify possible signs of oral or systemic disease, malformation, or Injury, and the potential need for referral for diagnosis and treatment.
- (2) X-rays as follows:
 - (a) Intraoral – complete series of radiographic images (including bitewings) (limited to one series every 36 consecutive months, not combined with panoramic x-rays) (a full-mouth series includes 4 bitewings and 12 or more periapical x-rays) (not performed in conjunction with Orthodontic Treatment).
 - (b) Intraoral - periapical - first radiographic image.
 - (c) Intraoral - periapical - each additional radiographic image (up to 12) (benefits not to exceed a full-mouth series).
 - (d) Intraoral - occlusal radiographic image.

- (e) Extraoral - first radiographic image.
 - (f) Extraoral - each additional radiographic image.
 - (g) Bitewing - single radiographic image (limited to two visits per year with a maximum of 8 radiographic images per visit).
 - (h) Bitewing - 2 radiographic images (limited to 2 visits per year with a maximum of 8 radiographic images per visit).
 - (i) Bitewing - 3 radiographic images (limited to 2 visits per year with a maximum of 8 radiographic images per visit).
 - (j) Bitewing - 4 radiographic images (limited to 2 visits per year with a maximum of 8 radiographic images per visit).
 - (k) Vertical bitewings - 7 to 8 radiographic images (limited to 2 visits per year with a maximum of 8 radiographic images per visit).
 - (l) Posterior - anterior or lateral skull and facial bone survey radiographic image.
 - (m) Sialography.
 - (n) Panoramic radiographic image, including bitewings and periapicals if necessary - (limited to one every 36 consecutive months, not combined with letter (a) above (not performed in conjunction with Orthodontic Treatment).
 - (o) Oral/facial photographic images (including intraoral and extraoral images) (not performed in conjunction with orthodontic treatment).
- (3) Tests and laboratory examinations as follows:
- (a) Collection of microorganisms for culture and sensitivity (may be combined with other services).
 - (b) Pulp vitality tests.
 - (c) Diagnostic casts (not performed in conjunction with Orthodontic Treatment).
 - (d) Accession of tissue, gross examination and microscopic examination, preparation, assessment or surgical margins for presence of disease, and transmission of written report.
 - (e) Accession of exfoliative cytologic smears, microscopic examination, preparation and transmission of written report.
 - (f) Accession of brush biopsy sample, microscopic examination, preparation and transmission of written report.
 - (g) Other oral pathology procedures, by report.
 - (h) Biopsy of oral tissue – soft or hard (bone, tooth).
 - (i) Exfoliative cytological sample collection.
 - (j) Brush biopsy - transepithelial sample collection.
- (4) Other diagnostic services as follows:
- (a) Consultation - diagnostic service provided by Dentist or Physician other than requesting Dentist or Physician.
 - (b) Office visit for observation (during regularly scheduled hours - no other services performed).

- (c) Office visit - after regularly scheduled hours.

Preventive Services:

- (1) Cleaning and fluoride treatments as follows:

- (a) Prophylaxis - limited to 2 per Calendar Year.
- (b) Topical application of fluoride under age 19 (limited to one treatment every 6 months)..

- (2) Other preventive services as follows:

- (a) Sealant - per tooth (under age 15 and only on occlusal surfaces of permanent molars - teeth 2, 3, 14, 15, 18, 19, 30 & 31 once every 36 consecutive months).
- (b) Preventive resin restoration in a moderate to high caries risk patient- permanent tooth (under age 15 and only on occlusal surfaces of permanent molars - teeth 2, 3, 14, 15, 18, 19, 30 and 31 once every 36 consecutive months).
- (c) Palliative (Emergency) treatment of dental pain - minor procedures - no operative procedures performed.

- (3) Space maintenance (passive appliances) as follows:

- (a) Space maintainer - fixed or removable – unilateral or bilateral.
- (b) Recementation of space maintainer.
- (c) Removal of fixed space maintainer.

- (4) Minor treatment to control Harmful Habits as follows:

- (a) Removable appliance therapy (not performed in conjunction with Orthodontic Treatment).
- (b) Fixed appliance therapy (not performed in conjunction with Orthodontic Treatment).

Class B-Basic Services:

- (1) Restorations (including polishing) as follows:

Note: Multiple restorations on one surface will be considered as a single restoration.

- (a) Amalgam - primary or permanent.
- (b) Resin-based composite - anterior teeth 4-13 and 20-29.
- (c) Resin-based composite crown, anterior.
- (d) Resin-based composite - posterior.
- (e) Gold foil

- (2) Crowns as follows:

- (a) Provisional crown – further treatment or completion of diagnosis necessary prior to final impression.
- (b) Prefabricated stainless steel crown - primary or permanent tooth.
- (c) Prefabricated resin crown.
- (d) Prefabricated stainless steel crown with resin window.
- (e) Prefabricated esthetic coated stainless steel crown - primary tooth.

- (3) Other basic restorative services as follows:
- (a) Recement inlay, onlay, or partial coverage restoration.
 - (b) Recement cast or prefabricated post and core.
 - (c) Recement crown.
 - (d) Protective restoration.
 - (e) Core buildup, including any pins.
 - (f) Pin retention - per tooth, in addition to restoration.
 - (g) Temporary crown (fractured tooth).
 - (h) Recement implant/abutment supported crown.
 - (i) Recement implant/abutment supported fixed partial denture.
 - (j) Core buildup for retainer, including any pins.
- (4) Pulp capping as follows:
- (a) Pulp cap - direct (excluding final restoration).
 - (b) Pulp cap - indirect (excluding final restoration).
- (5) Pulp Capping as follows:
- (a) Pulp cap – direct and indirect (excluding final restoration).
- (6) Pulpotomy as follows:
- (a) Therapeutic pulpotomy - (excluding final restoration) removal of pulp coronal to the dentinocemental junction and application of medicament.
 - (b) Pulpal debridement, primary and permanent teeth.
 - (c) Partial pulpotomy for apexogenesis – permanent tooth with incomplete root development.
- (7) Endodontic therapy on primary teeth as follows:
- (a) Pulpal therapy (resorbable filling) anterior or posterior, primary tooth - excluding final restoration.
- (8) Endodontic therapy (including treatment plan, clinical procedures and follow-up care) as follows:
- NOTE: Benefits for root canals in baby teeth are limited to a benefit for a pulpotomy.
- (a) Anterior (excluding final restoration).
 - (b) Bicuspid (excluding final restoration).
 - (c) Molar (excluding final restoration).
 - (d) Treatment of root canal obstruction; non-surgical access.
 - (e) Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth.
 - (f) Internal root repair of perforation defects.
 - (g) Retreatment of previous root canal therapy – anterior, bicuspid or molar.

- (h) Apexification/recalcification - initial visit (apical closure/calcific repair of perforations, root resorption, etc.). If over age 11 no benefit if performed within 12 months of root canal.
 - (i) Apexification/recalcification/pulpal regeneration - interim medication replacement (apical closure/calcific repair of perforations, root resorption, pulp space disinfection, etc.).
 - (j) Apexification/recalcification - final visit (includes completed root canal therapy - apical closure/calcific repair of perforations, root resorption, etc.). If over age 11 no benefit if performed within 12 months of root canal.
 - (k) Pulpal regeneration - (completion of regenerative treatment in an immature permanent tooth with a necrotic pulp); does not include final restoration - (includes removal of intra-canal medication and procedures necessary to regenerate continued root development and necessary radiographs. If over age 11 no benefit if performed within 12 months of root canal.
- (9) Apicoectomy/Periapical services as follows:
- (a) Apicoectomy/periradicular surgery – anterior, bicuspid or molar.
 - (b) Retrograde filling - per root.
 - (c) Root amputation - per root.
- (10) Other endodontic procedures as follows:
- (a) Surgical procedures for isolation of tooth with rubber dam.
 - (b) Hemisection (including any root removal) not including root canal therapy.
 - (c) Canal preparation and fitting of preformed dowel or post.
- (11) Surgical services as follows:
- (a) Gingivectomy or gingivoplasty - 4 or more contiguous teeth or bounded teeth spaces per quadrant - limited to 4 quadrants per treatment plan.
 - (b) Gingivectomy or gingivoplasty - one to 3 contiguous teeth or bounded teeth spaces per quadrant.
 - (c) Gingivectomy or gingivoplasty - to allow access for restorative procedure, per tooth.
 - (d) Anatomical crown exposure - per quadrant.
 - (e) Gingival flap procedure, including root planing - 4 or more contiguous teeth or bounded teeth spaces per quadrant - limited to 4 quadrants per treatment plan.
 - (f) Gingival flap procedure, including root planing - one to 3 contiguous teeth or bounded teeth spaces per quadrant.
 - (g) Apically positioned flap.
 - (h) Clinical crown lengthening - hard tissue.
 - (i) Osseous surgery (including flap entry and closure) - 4 or more contiguous teeth or bounded teeth spaces per quadrant - limited to 4 quadrants per treatment plan.
 - (j) Osseous surgery (including flap entry and closure) - one to 3 contiguous teeth or bounded teeth spaces per quadrant.
 - (k) Bone replacement graft.
 - (l) Biologic materials to aid in soft and osseous tissue regeneration.

- (m) Guided tissue regeneration – resorbable and non-resorbable barrier, per site (includes membrane removal).
- (n) Surgical revision procedure, per tooth.
- (o) Pedicle soft tissue graft procedure.
- (p) Subepithelial connective tissue graft procedures, per tooth.
- (q) Distal or proximal wedge procedure (when not performed in conjunction with Surgical Procedures in same anatomical area).
- (r) Soft tissue allograft.
- (s) Combined connective tissue and double pedicle graft, per tooth.
- (t) Free soft tissue graft procedure (including donor site surgery), first tooth or edentulous tooth position in graft.
- (u) Free soft tissue graft procedure (including donor site surgery), each additional contiguous tooth or edentulous tooth position in same graft site.

(12) Other periodontal services as follows:

- (a) Periodontal scaling and root planing - 4 or more teeth per quadrant - limited to 4 quadrants per Treatment Plan.
- (b) Periodontal scaling and root planing - one to 3 teeth, per quadrant.
- (c) Full mouth debridement to enable comprehensive periodontal evaluation and diagnosis (limited to 6 months from cleaning, or 12 months from any other periodontal services, whichever is later).
- (d) Localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth, by report.
- (e) Periodontal maintenance. No benefit if performed within 3 months of periodontal Surgery.
- (f) Unscheduled dressing change (by someone other than treating Dentist).
- (g) Occlusal guard, by report (only in conjunction with periodontal surgery or bruxism - limited to one every 5 years).
- (h) Repair and/or reline of occlusal guard (only in conjunction with periodontal surgery).
- (i) Occlusal adjustment - limited (only in conjunction with periodontal surgery or bruxism – limited to 4 quadrants per treatment plan).
- (j) Occlusal adjustments - complete (only in conjunction with periodontal surgery or bruxism - limited to 4 quadrants per treatment plan - limited to once every 24 consecutive months).
- (k) Odontoplasty, one to 2 teeth; includes removal of enamel projections (only in conjunction with active periodontal treatment or bruxism).

(13) Adjustments to dentures as follows:

NOTE: Separate benefits are allowed only after 6 months following installation of denture.

- (a) Adjust complete denture – maxillary and mandibular.
- (b) Adjust partial denture – maxillary and mandibular.

(14) Repairs to complete dentures as follows:

NOTE: Separate benefits are allowed only after 6 months following installation of denture.

- (a) Repair broken complete denture base.
- (b) Replace missing or broken tooth - complete denture (each tooth).

(15) Repairs to partial dentures as follows:

- (a) Repair resin denture base.
- (b) Repair cast framework.
- (c) Repair or replace broken clasp.
- (d) Replace broken teeth - per tooth.

(16) Denture rebase procedures as follows:

NOTE: Separate benefits for rebase are allowed only after 6 months following installation of dentures or partials.

- (a) Rebase complete maxillary or mandibular denture.
- (b) Rebase maxillary or mandibular partial denture.

(17) Denture relines procedures as follows:

NOTE: Separate benefits for relines are allowed only after 6 months following installation of dentures and partials.

- (a) Reline complete or partial maxillary or mandibular denture (chairside).
- (b) Reline complete or partial maxillary or mandibular denture (laboratory).

(18) Recement or rebond fixed partial denture.

(19) Extractions as follows:

- (a) Extraction, coronal remnants - deciduous tooth.
- (b) Extraction, erupted tooth or exposed root (elevation and/or forceps removal).

(20) Surgical extractions as follows:

- (a) Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth.
- (b) Removal of impacted tooth - soft tissue.
- (c) Removal of impacted tooth - partially or completely bony.
- (d) Surgical removal of residual tooth roots (cutting procedure).
- (e) Coronectomy - intentional partial tooth removal - only in conjunction with impacted tooth.

(21) Other Surgical Procedures as follows:

- (a) Oroantral fistula closure.
- (b) Primary closure of a sinus perforation.
- (c) Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth.

- (d) Surgical access of an unerupted tooth.
 - (e) Mobilization of erupted or malpositioned tooth to aid eruption.
 - (f) Placement of device to facilitate eruption of impacted tooth.
- (22) Alveoloplasty - surgical preparation of ridge for dentures in conjunction with extractions per quadrant.
- (23) Vestibuloplasty as follows:
- (a) Vestibuloplasty - ridge extension (secondary epithelialization).
 - (b) Vestibuloplasty - ridge extension (including soft tissue grafts, muscle reattachment, revision of soft tissue attachment and management of hypertrophied and hyperplastic tissue).
- (24) Surgical excision of reactive inflammatory lesions as follows:
- (a) Excision of benign lesion up to 1.25 cm.
- (25) Removal of tumors, cysts and neoplasms as follows:
- (a) Excision of benign lesion.
 - (b) Excision of malignant lesion.
 - (c) Excision of malignant tumor.
 - (d) Removal of benign odontogenic cyst or tumor.
 - (e) Removal of benign nonodontogenic cyst or tumor.
 - (f) Destruction of lesion(s) by physical or chemical method, by report.
- (26) Excision of bone tissue as follows:
- (a) Removal of lateral exostosis (maxilla or mandible).
 - (b) Removal of torus palatinus or mandibularis.
 - (c) Partial ostectomy (guttering or saucerization).
 - (d) Surgical reduction of osseous tuberosity.
 - (e) Radical resection of maxilla or mandible.
 - (f) Surgical reduction of fibrous tuberosity.
- (27) Surgical incision as follows:
- (a) Incision and drainage of abscess - intraoral soft tissue.
 - (b) Incision and drainage of abscess - extraoral soft tissue.
 - (c) Removal of foreign body from mucosa, skin, or subcutaneous alveolar tissue.
 - (d) Removal of reaction-producing foreign bodies - musculoskeletal system.
 - (e) Partial ostectomy/sequestrectomy for removal of non-vital bone.
 - (f) Maxillary sinusotomy for removal of tooth fragment or foreign body.
- (28) Repair and suturing as follows:

(a) Suture of recent small wound up to 5 cm.

(b) Complicated suture.

(29) Other repair procedures as follows:

(a) Collection and application of autologous blood and concentrate product.

(b) Sinus augmentation with bone or bone substitutes.

(c) Sinus augmentation via a vertical approach.

(d) Frenulectomy (frenectomy or frenotomy) - separate procedure.

(e) Frenuloplasty.

(f) Excision of hyperplastic tissue - per arch.

(g) Excision of pericoronal gingiva.

(h) Sialolithotomy.

(i) Closure of salivary fistula.

(30) Anesthesia as follows:

(a) Local anesthesia not in conjunction with restorative or surgical procedures.

(b) Regional block anesthesia (only with restorative or surgical procedures).

(c) Local anesthesia (only with restorative or surgical procedures).

(d) Evaluation for deep sedation or general anesthesia.

(e) Deep sedation/general anesthesia - first 30 minutes when Medically Necessary.

(f) Deep sedation/general anesthesia - each additional 15 minutes when Medically Necessary.

(g) Intravenous moderate (conscious) sedation/analgesia - first 30 minutes when Medically Necessary.

(h) Intravenous moderate (conscious) sedation/analgesia - each additional 15 minutes when Medically Necessary.

(i) Non-intravenous (conscious) sedation when Medically Necessary.

(31) Therapeutic parenteral drug, single administration.

(32) Treatment of complications (post-surgical) - unusual circumstances, by report.

Class C-Major Services:

Major Restorative Dentistry:

NOTE: Inlay/onlay, crowns and other restorative services are covered only when necessitated by decay or traumatic Injury. Replacement of these services is limited to once every 5 years. This limitation is not applicable if treatment is the result of Accidental Injury.

(1) Inlay/onlay restorations as follows:

(a) Inlay or onlay - metallic.

(b) Inlay or onlay - porcelain/ceramic.

- (c) Inlay or onlay - resin-based composite.
- (2) Crowns as follows:
- (a) Crown - resin-based composite.
 - (b) Crown - resin with high noble metal, predominantly base metal, or noble metal.
 - (c) Crown - porcelain/ceramic substrate.
 - (d) Crown - porcelain fused to high noble metal, predominantly base metal, or noble metal.
 - (e) Crown - 3/4 cast high noble metal, predominantly base metal, or noble metal.
 - (f) Crown - 3/4 porcelain/ceramic.
 - (g) Crown - full cast high noble metal, predominantly base metal, or noble metal.
 - (h) Crown – titanium.
- (3) Other restorative services as follows:
- (a) Prefabricated porcelain/ceramic crown--primary tooth.
 - (b) Post and core in addition to crown, indirectly fabricated.
 - (c) Each additional indirectly fabricated post - same tooth.
 - (d) Prefabricated post and core in addition to crown.
 - (e) Each additional prefabricated post - same tooth.
 - (f) Labial veneer (laminare) – chairside.
 - (g) Labial veneer (resin or porcelain laminare) – laboratory.
 - (h) Additional procedures to construct new crown under existing partial denture framework.
 - (i) Coping.
 - (j) Crown repair, necessitated by restorative material failure, by report.
 - (k) Inlay repair necessitated by restorative material failure.
 - (l) Onlay repair necessitated by restorative material failure.
 - (m) Veneer repair necessitated by restorative material failure.
 - (n) Resin infiltration of incipient smooth surface lesions.

Dentures and Partials:

NOTE: Covered Expenses for dentures and partial dentures includes temporary appliances within 12 months of installation, and adjustments and relines within 6 months of installation. Specialized techniques and characterizations will not be considered eligible. Replacement of these services is limited to once every 3 years. This limitation is not applicable if treatment is the result of Accidental Dental Injury.

- (1) Complete dentures as follows:
- (a) Complete denture –maxillary and mandibular.
 - (b) Immediate denture –maxillary and mandibular.

- (2) Partial dentures (including any conventional clasps, rests and teeth) as follows:
 - (a) Maxillary and mandibular partial denture - resin base (including any conventional clasps, rests and teeth).
 - (b) Maxillary and mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth).
 - (c) Maxillary and mandibular partial denture - flexible base (including any clasps, rests and teeth).
 - (d) Removable unilateral partial denture - one piece cast metal (including clasps and teeth).
- (3) Repairs to partial dentures as follows:
 - (a) Add tooth to existing partial denture.
 - (b) Add clasp to existing partial denture.
- (4) Other prosthodontic services as follows:
 - (a) Replace all teeth and acrylic on cast metal framework (maxillary or mandibular).
 - (b) Interim partial or complete denture, maxillary or mandibular.
 - (c) Tissue conditioning, maxillary or mandibular.
 - (d) Overdenture – partial or complete, by report.
 - (e) Pediatric partial denture, fixed.
- (5) Implant services as follows:

NOTE: Replacement of implant, abutment, retainer or denture is limited to once every 3 years.

- (a) Surgical placement of implant body: endosteal implant.
- (b) Surgical placement of interim implant body for transitional prosthesis: endosteal implant.
- (c) Surgical placement: eposteal or transosteal implant.
- (d) Implant/abutment supported removable denture for partially or completely edentulous arch.
- (e) Dental implant supported connecting bar.
- (f) Prefabricated abutment - includes placement.
- (g) Custom fabricated abutment - includes placement.
- (h) Abutment supported to crown.
- (i) Implant supported porcelain/ceramic crown, porcelain fused to metal crown (titanium, titanium alloy, high noble metal) or metal crown (titanium, titanium alloy, high noble metal).
- (j) Abutment supported retainer.
- (k) Implant supported retainer.
- (l) Implant/abutment supported fixed denture for partially or completely edentulous arch.
- (m) Abutment support crown - (titanium).
- (n) Abutment supported retainer crown for FPD - (titanium).
- (o) Harvest of bone for use in autogenous grafting procedure - per site.

(p) Bone replacement graft for ridge preservation - per site.

(6) Other implant services as follows:

- (a) Interim abutment.
- (b) Implant maintenance procedures, including removal of prosthesis, cleansing of prosthesis and abutments and reinsertion of prosthesis.
- (c) Repair implant supported prosthesis, by report.
- (d) Repair implant abutment, by report.
- (e) Implant removal, by report.
- (f) Debridement of a peri-implant defect or defects surrounding a single implant, and surface cleaning of the exposed implant surfaces, including flap entry and closure.
- (g) Debridement and osseous contouring of a peri-implant defect; includes surface cleaning of the exposed implant surfaces, including flap entry and closure.
- (h) Bone graft for repair of perimplant defect – not including flap entry and closure or, when indicated, placement of a barrier membrane or biologic materials to aid in osseous regeneration.
- (i) Bone graft at time of implant placement.
- (j) Radiographic/surgical implant index, by report.

(7) Fixed partial denture pontics:

NOTE: Replacement of fixed partial dentures is limited to once every 3 years. This limitation is not applicable if treatment is the result of Accidental Injury.

- (a) Pontics.
- (b) Provisional pontic – further treatment or completion of diagnosis necessary prior to final impression.

(8) Fixed partial denture retainers as follows:

NOTE: Replacement of fixed partial dentures is limited to once every 3 years. This limitation is not applicable if treatment is the result of Accidental Injury.

- (a) Retainer - cast metal or porcelain/ceramic for resin bonded fixed prosthesis.
- (b) Resin retainer – for resin bonded fixed prosthesis.
- (c) Inlay - porcelain/ceramic, cast noble metal, predominantly base metal, titanium.
- (d) Onlay - porcelain/ceramic, cast noble metal, predominantly base metal, titanium.
- (e) Crown - indirect resin based composite.
- (f) Crown - resin with noble metal and predominantly base metal.
- (g) Crown - porcelain/ceramic, porcelain fused to high noble metal, porcelain fused to predominantly base metal, porcelain fused to noble metal.
- (h) Crown - 3/4 cast noble metal, redominantly based metal, porcelain/ceramic.
- (i) Crown - full cast noble metal and predominantly base metal.

(j) Provisional retainer crown – further treatment or completion of diagnosis necessary prior to final impression.

(k) Crown – titanium.

(9) Other fixed partial denture services as follows:

NOTE: Replacement of fixed partial dentures is limited to once every 3 years. This limitation is not applicable if treatment is the result of Accidental Injury.

(a) Stress breaker (only with allowable appliance).

(b) Coping.

(c) Fixed partial denture repair, by report necessitated by restorative material failure.

(d) Fixed partial denture sectioning.

DENTAL EXCLUSIONS AND LIMITATIONS

No payment will be eligible under any portion of this Plan for Dental Expenses Incurred by a Covered Person for the expenses or circumstances listed below. If an expense is paid that is found to be excluded or limited as shown below, the Plan has the right to collect that amount from the payee, the Covered Person or from future benefits and any such payment does not waive the written exclusions, limitations or other terms of the Plan.

- (1) **After Termination Date:** Expenses which are Incurred after the termination date of your coverage under the Plan will not be considered eligible.
- (2) **Alternative Treatment:** If a Covered Person chooses a more expensive treatment according to accepted standards of dental practice to correct a dental condition, the Plan's payment will be based on the treatment which provides professionally satisfactory results at the most cost-effective level.
- (3) **American Dental Association:** Expenses that do not meet the standards of dental practices accepted by the American Dental Association will not be considered eligible.
- (4) **Athletic Mouth Guards:** Expenses for athletic mouth guards will not be considered eligible.
- (5) **Close Relative:** Expenses for services, care or supplies provided by a Close Relative will not be considered eligible.
- (6) **Congenital:** Expenses for Care of a congenital or developmental malformation, including congenitally missing teeth will not be considered eligible.
- (7) **Cosmetic:** Expenses for services or supplies partially or wholly Cosmetic in nature, including but not limited to bleaching will not be considered eligible. This exclusion does not apply to Accidental Injury.
- (8) **Denture Duplicates:** Expenses for duplicates of dentures will not be considered eligible.
- (9) **Duplicate Devices:** Expenses for duplicate services and charges or inappropriate billing, including the preparation of medical or dental reports and itemized bills will not be considered eligible.
- (10) **Fractures:** Expenses for treatment of fractures will not be considered eligible. This exclusion does not apply to alveolar process or teeth.
- (11) **Illegal Occupation/Felony:** Expenses for or in connection with an Injury or Illness arising out of an illegal occupation or commission of a felony will not be considered eligible. This exclusion will not apply to Injuries and/or Illnesses sustained due to a medical condition (physical or mental) or due to an act of domestic violence.
- (12) **Interest and/or Legal Fees:** Expenses for interest and/or legal fees will not be considered eligible.
- (13) **Installation or Replacement:** Expenses for installation, replacement or alteration of or addition to, dentures and fixed bridgework will not be considered eligible, except as shown in Eligible Dental Expenses.
- (14) **Intoxication:** Expenses for an Injury that occurs while the Covered Person is under the influence of an intoxicant or has a blood alcohol level that would meet or exceed the definition of intoxication as set forth in the state in which the Illness, Injury or Accident occurred will not be considered eligible. The Plan will enforce this exclusion based upon available reasonable information. This exclusion will not apply to Injuries and/or Illnesses sustained due to a medical condition (physical or mental) or due to an act of domestic violence.
- (15) **Military:** Expenses for military related Illness or Injury to a Covered Person on active military duty will not be considered eligible, unless payment is legally required.
- (16) **Missed Appointments:** Expenses for missed appointments will not be considered eligible.
- (17) **Multiple Procedures:** Expenses for multiple surgical or periodontal procedures in the same area will not be considered eligible. Benefits will be limited to the most extensive and inclusive procedure.

- (18) **No Charge:** Expenses for services which the Covered Person would not be obligated to pay in the absence of this Plan or which are available to the Covered Person at no cost, or which the Plan has no legal obligation to pay will not be considered eligible, except for care provided in a facility of the uniformed services as per Title 32 of the National Defense code, or as required by law.
- (19) **Not Performed By a Dentist:** Expenses for treatment by other than a Dentist or Physician will not be considered eligible, except charges for treatment performed under the supervision and direction of a Dentist or Physician by any person duly licensed or certified to perform such treatment under applicable professional statutes and regulations.
- (20) **Not Prescribed by a Dentist:** Expenses for services not prescribed as necessary by a Physician or Dentist will not be considered eligible.
- (21) **Occlusion:** Expenses for restorations of tooth structure lost as a result of abrasion, attrition or erosion, or procedures to splint, change vertical dimension or restore occlusion will not be considered eligible, except as shown in Eligible Dental Expenses.
- (22) **Oral Hygiene:** Expenses for oral hygiene, dietary or plaque control programs or other educational programs will not be considered eligible.
- (23) **Orthodontic Treatment:** Expenses for Orthodontic Treatment and appliances will not be considered eligible.
- (24) **Orthognathic Surgery:** Expenses for Surgery to correct malposition in the bones of the jaw will not be considered eligible.
- (25) **Plan Design:** Expenses excluded or limited by the Plan design as stated in this document will not be considered eligible.
- (26) **Prior to Effective Date:** Expenses which are Incurred prior to the effective date of your coverage under the Plan will not be considered eligible.
- (27) **Replacement:** Expenses for replacement of lost, missing or stolen appliances will not be considered eligible.
- (28) **Self-Inflicted Injury:** Expenses for Injury or Illness arising out of attempted suicide or an intentional self-inflicted Injury will not be considered eligible. This exclusion will not apply if self-inflicted Injuries result from a medical condition (physical or mental) or act of domestic violence and the benefits for such Injuries are normally covered under the Plan.
- (29) **Temporomandibular Joint Dysfunction (TMJ):** Expenses for treatment of disturbances in connection with Temporomandibular Joint Dysfunction (TMJ), craniomandibular dysfunctions, myofunctional pain syndrome, myofunctional therapy or any other disorder of the joint linking the jaw to the skull and the associated muscles will not be considered eligible.
- (30) **Usual and Customary Charges:** Expenses in excess of the Usual and Customary Charge will not be considered eligible.
- (31) **War:** Expenses for the treatment of Illness or Injury resulting from, aggravated by or due to a war or any act of war or terrorism, whether declared or undeclared, civil war, hostilities or invasion, or while in the armed forces of any country or international organization will not be considered eligible.
- (32) **Workers' Compensation:** Expenses for or in connection with any Injury or Illness which arises out of or in the course of any occupation for which the Covered Person would be entitled to compensation under any Workers' Compensation Law or occupational disease law or similar legislation will not be considered eligible.

Expenses for Injuries or Illness which were eligible for payment under Workers' Compensation or similar law and have reached the maximum reimbursement paid under Workers' Compensation or similar law will not be eligible for payment under this Plan.

Integration with Medical Benefits

In the event benefits are available for the same expenses under both a medical plan offered by the Employer and the dental provisions of this Plan, such charges will first be considered for payment as a medical expense. The

charges will be considered under the dental expenses only if the amount normally paid under the dental expenses exceeds the amount paid under the medical expenses and only up to the excess amount.

COBRA CONTINUATION COVERAGE

The right to COBRA Continuation Coverage was created by a federal law known as the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"). COBRA Continuation Coverage can become available to you and/or your eligible Dependents when your coverage under the Plan ends because of a life event known as a "qualifying event".

Qualified Beneficiary

In general, you, your Spouse and any Dependent Child covered under the Plan on the day before a qualifying event that causes you to lose coverage under the Plan is considered a "qualified beneficiary".

In addition, any Dependent Child who is born to or placed for adoption with you during a period of COBRA continuation coverage is considered a "qualified beneficiary".

Each qualified beneficiary (including a Child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) is offered the opportunity to make an independent election to receive COBRA continuation coverage.

Qualifying Event

If you are a covered Employee, you, your Spouse and/or Dependent Child will become a qualified beneficiary if you lose your coverage under the Plan because of either one of the following qualifying events:

- (1) Your hours of employment are reduced; or
- (2) Your employment ends for any reason other than your gross misconduct.

You, your Spouse and/or Dependent Child may elect to continue coverage under the Plan for up to a maximum period of 18 months provided you elect to enroll in COBRA within 60 days following the later of (a) the date coverage under the Plan would end due to the qualifying event; or (b) the date you are given notice of your rights to elect COBRA Continuation Coverage.

You, your Spouse and Dependent Child have an independent right to elect COBRA Continuation Coverage. You and/or your Spouse may elect coverage on behalf of either one of you and parents may elect coverage on behalf of their Dependent Child.

If you are the Spouse and/or Dependent Child of a covered Employee, you will also become a qualified beneficiary if you lose your coverage under the Plan because of any of the following qualifying events:

- (1) Your spouse/parent-Employee dies;
- (2) Your spouse/parent-Employee becomes entitled to Medicare benefits (under Part A, Part B or both); or
- (3) You/your parents become divorced or legally separated.

Your Spouse and/or Dependent Child may elect to continue coverage under the Plan for up to a maximum period of 36 months provided such Spouse and/or Dependent Child provide notice of the qualifying event to the Employer and elect to enroll in COBRA within 60 days following the later of (a) the date coverage under the Plan would end due to the qualifying event; or (b) the date they are given notice of their rights to elect COBRA Continuation Coverage and their obligation to provide such notice. Please see the section below entitled "Notice Requirement" for the requirements of such notice.

If you are a Dependent Child of a covered Employee, you will also become a qualified beneficiary if you lose coverage under the Plan because you cease to be eligible for coverage under the Plan as a Dependent Child. You may elect to continue coverage under the Plan for up to a maximum period of 36 months provided you provide notice of the qualifying event to the Employer and elect to enroll in COBRA within 60 days following the later of; (a) the date coverage under the Plan would end due to the qualifying event; or (b) the date you are given notice of your rights to elect COBRA Continuation Coverage and your obligation to provide such notice. Please see the section below entitled "Notice Requirement" for the requirements of such notice.

Extension of 18-Month Continuation Coverage Period

If you, your Spouse or Dependent Child is determined to be disabled by the Social Security Act (SSA); you and all other qualified beneficiaries may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 61st day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage. To qualify for this extension in coverage, notification must be given to your Employer on a date that is both within 60 days after the later of (a) the date of the SSA determination; (b) the date coverage under the Plan would end due to the qualifying event; or (c) the date you are given notice of your obligation to provide such notice and before the end of the initial 18-month period of coverage. If you are later determined not disabled by SSA, you must notify your Employer within 30 days following the later of (a) the date of the SSA determination; or (b) the date you are given notice of your obligation to provide such notice. Please see the section below entitled "Notice Requirement" for the requirements of such notice.

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, your Spouse and any Dependent Child in your family may be entitled to receive up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months. To qualify for this extension in coverage, notification must be given to your Employer within 60 days after the later of (a) the date coverage under the Plan would end due to the qualifying event or (b) the date you are given notice of your obligation to provide such notice. Please see the section below entitled "Notice Requirement" for the requirements of such notice.

Notice Requirement

The notice must be postmarked (if mailed) or received by the COBRA Administrator (if hand delivered), by the deadline set forth above. If the notice is late, the opportunity to elect or extend COBRA continuation coverage is lost and if you are electing COBRA continuation coverage, your coverage under the Plan will terminate on the last date for which you are eligible under the terms of the Plan or if you are eligible for an extension of COBRA continuation coverage, such coverage will end on the last day of the initial 18-month COBRA continuation coverage period.

For qualifying events such as divorce or legal separation of the Employee and Spouse or a Dependent Child's loss of eligibility under the Plan, the notice must contain the following information:

- (1) Name and address of the covered Employee or former employee;
- (2) Name and address of your Spouse, former Spouse and any Dependent Children;
- (3) Description of the qualifying event; and
- (4) Date of the qualifying event.

In addition to the information above, if you, your Spouse or any Dependent Child is determined by SSA to be disabled within 60 days after your COBRA continuation coverage begins, the notice must also contain the following information:

- (1) Name of person deemed disabled;
- (2) Date of disability determination; and
- (3) Copy of SSA determination letter.

If you cannot provide a copy of the SSA's determination by the deadline, complete and provide the notice as instructed and submit the copy of the decree of divorce or the SSA's determination within 30 days after the deadline. The notice will be timely if you do so. However, no COBRA continuation coverage or extension of such coverage will be available until the copy of the SSA's determination is provided.

If the notice does not contain all of the required information, the COBRA Administrator may request additional information. If the individual fails to provide such information within the time period specified in the request, the notice may be rejected.

In addition to accepting a letter with the information described above, the Plan Administrator, in its discretion, may develop and make available a form, which may then be completed to provide the required notice. If such a form is available, a covered Employee or a covered Spouse may obtain a copy by requesting it from the Plan Administrator at the address provided in this notice.

Notice must be sent to the COBRA Administrator at:

Meritain Health, Inc.
ATTN: COBRA Department
P.O. Box 860093
Minneapolis, MN 55486-0093
Fax: (716) 319-5736

Termination of COBRA Continuation Coverage

COBRA continuation coverage automatically ends 18, 29 or 36 months (whichever is applicable) after the date of the qualifying event; however coverage may end before the end of the maximum period on the earliest of the following events:

- (1) The date the Plan Sponsor ceases to provide any group health plan coverage;
- (2) The date on which the qualified beneficiary fails to pay the required contribution;
- (3) The date that the qualified beneficiary first becomes, after the date of election, covered under any other group health plan (as an Employee or otherwise) or entitled to either Medicare Part A or Part B (whichever comes first); or
- (4) The first day of the month that begins more than 30 days after the date of the SSA's determination that the qualified beneficiary is no longer disabled, but in no event before the end of the maximum coverage period that applied without taking into consideration the disability extension.

Payment for COBRA Continuation Coverage

Once COBRA continuation coverage is elected, you must pay for the cost of the initial period of coverage within 45 days. Payments then are due on the first day of each month to continue coverage for that month. If a payment is not received within 30 days of the due date, COBRA continuation coverage will be canceled and will not be reinstated. The amount you are required to pay for COBRA continuation coverage is 102% of the actual cost of coverage you elect, unless you qualify for the 11-month period of extended coverage due to disability (as specified above). In the event of disability, you may be required to pay up to 150% of the actual cost of coverage you elect for the 11-month extension period.

Additional Information

Additional information about the Plan and COBRA continuation coverage is available from the Plan Administrator, who is identified on the General Plan Information page of this Plan.

Current Addresses

In order to protect your rights and the rights of your family, you should keep the Plan Administrator informed of any changes in the addresses of family members.

Other Coverage Options Besides COBRA Continuation Coverage

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

CLAIM PROCEDURES

You will receive an Employee identification card which will contain important information, including claim filing directions and contact information. The Employee identification card will show your Participating Provider Network and the Medical Management Administrator.

At the time you receive treatment, show the Employee identification card to your provider of service. In most cases, your provider will file your claim for you. You may file the claim yourself by submitting the required information to:

Meritain Health, Inc.
P.O. Box 853921
Richardson, TX 75085-3921
(800) 925-2272

Most claims under the Plan will be "post service claims." A "post service claim" is a claim for a benefit under the Plan after the services have been rendered. Post service claims must include the following information in order to be considered filed with the Plan:

- (1) The date of service;
- (2) The name, address, telephone number and tax identification number of the provider of the services or supplies;
- (3) The place where the services were rendered;
- (4) The diagnosis and procedure codes;
- (5) The amount of charges (including Network repricing information);
- (6) The name of the Plan;
- (7) The name of the covered Employee; and
- (8) The name of the patient.

A call from a provider who wants to know if an individual is covered under the Plan or if a certain procedure or treatment is a Covered Expense before the treatment is rendered, is not a "claim" since an actual written claim for benefits is not being filed with the Plan. Likewise, presentation of a prescription to a pharmacy does not constitute a claim.

Timely Filing

All claims must be filed with the Third Party Administrator within 12 months following the date services were Incurred. Claims filed after this time period will be denied.

Procedures for all Claims

The Plan's claim procedures are intended to reflect the Department of Labor's claims procedures regulations and should be interpreted accordingly. In the event of any conflict between this Plan and those Regulations, those Regulations will control. In addition, any changes in those Regulations shall be deemed to amend this Plan automatically, effective as of the date of those changes.

To receive benefits under the Plan, the claimant (i.e. you and your covered Dependents) must follow the procedures outlined in this section. There are 4 different types of claims: (1) Urgent Care Claims; (2) Concurrent Care Claims; (3) Pre-Service Claims; and (4) Post-Service Claims. The procedures for each type of claim are more fully described below:

- (1) **Urgent Care Claims.** If your claim is considered an urgent care claim, the Plan Administrator will notify you of the Plan's benefit determination (whether adverse or not) as soon as possible, taking into account the medical exigencies, but not later than 72 hours after the Plan receives the claim, unless you fail to provide sufficient information to determine whether or to what extent, benefits are covered or payable under the Plan. If you fail to provide sufficient information for the Plan to decide your claim, the Plan Administrator will notify you as soon

as possible, but not later than 24 hours after the Plan receives the claim, of the specific information necessary to complete the claim. The notification may be oral unless written notification is requested by you. You will be afforded a reasonable amount of time, taking into account the circumstances, but not less than 48 hours, to provide the specified information. The Plan Administrator will notify you of the Plan's determination as soon as possible, but in no case later than 48 hours after the earlier of (1) the Plan's receipt of the specified additional information or (2) the end of the period afforded the claimant to provide the specified additional information.

A claim for benefits is considered an urgent care claim if the application of the time periods for making non-urgent care determinations could seriously jeopardize your life or health or your ability to regain maximum function or, in the opinion of a Physician with knowledge of your medical condition, would subject you to severe pain that could not be adequately managed without the care or treatment which is the subject of the claim. In determining if the initial claim for benefits should be treated as an urgent care claim, the Plan will defer to a determination, if any, by an attending provider that the claim should be treated as an urgent care claim, if that determination is timely provided to the Plan.

- (2) **Concurrent Care Claims.** If the Plan has approved an ongoing course of health care treatment to be provided over a period of time or number of treatments, any reduction or termination by the Plan of the previously approved course of treatment (other than by Plan amendment or termination) before the approved time period or number of treatments constitutes an adverse determination. In such a case, the Plan Administrator will notify you of the adverse determination at a time sufficiently in advance of the reduction or termination to allow you, the claimant, to appeal and obtain a determination on review of that adverse determination before reduction or termination of the benefit.

Any request by you to extend a previously approved course of urgent care treatment beyond the approved period of time or number of treatments shall be decided as soon as possible, taking into account the medical exigencies and the Plan Administrator will notify you of the benefit determination, whether adverse or not, within 24 hours after the Plan receives the claim provided that any such claim is made to the Plan at least 24 hours prior to the expiration of the prescribed period of time or number of treatments.

- (3) **Pre-Service Claims.** For a pre-service claim, the Plan Administrator will notify you of the Plan's benefit determination (whether adverse or not) within a reasonable period of time appropriate to the medical circumstances, but not later than 15 days after the Plan receives the claim. If, due to matters beyond the control of the Plan, the Plan Administrator needs additional time to process a claim, the Plan Administrator may extend the time to notify you of the Plan's benefit determination for up to 15 days provided that the Plan Administrator notifies you within 15 days after the Plan receives the claim, of those special circumstances and of when the Plan Administrator expects to make its decision. However, if such an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension must specifically describe the required information and you will be afforded at least 45 days from receipt of the notice within which to provide the specified information.

A claim for benefits is considered a pre-service claim if the claim requires approval, in part or in whole, in advance of obtaining the health care in question.

- (4) **Post-Service Claims.** For a post-service claim, the Plan Administrator will notify you of the Plan's adverse determination within a reasonable period of time, but not later than 30 days after receipt of the claim. If, due to special circumstances, the Plan Administrator needs additional time to process a claim, the Plan Administrator may extend the time for notifying you of the Plan's benefit determination on a one-time basis for up to 15 days provided that the Plan Administrator notifies you within 30 days after the Plan receives the claim, of those special circumstances and of the date by which the reviewer expects to make a decision. However, if such a decision is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the required information and you will be afforded at least 45 days from receipt of the notice within which to provide the specified information.

A claim for benefits is considered a post-service claim if it is a request for payment for services or other benefits that you have already received (or any other claim for health benefits that is not a pre-service claim or an urgent care claim).

Manner and Content of Notice of Initial Adverse Determination

If the Plan Administrator denies a claim, it must provide to you in writing or by electronic communication:

- (1) An explanation of the specific reasons for the denial;
- (2) A reference to the Plan provision or insurance contract provision upon which the denial is based;
- (3) A description of any additional information or material that you must provide in order to perfect the claim;
- (4) An explanation of why the additional material or information is necessary;
- (5) Notice that you have the right to request a review of the claim denial and information on the steps to be taken if you wish to request a review of the claim denial along with the time limits applicable to a request for review;
- (6) A statement describing your right to bring an action for judicial review under ERISA Section 502(a);
- (7) A copy of any rule, guideline, protocol or other similar criterion relied upon in making the adverse determination (or a statement that the same will be provided upon your request and without charge); and
- (8) If the adverse determination is based on the Plan's Medical Necessity, Experimental treatment or similar exclusion or limit, either: (a) an explanation of the scientific or clinical judgment applying the exclusion or limit to your medical circumstances or (b) a statement that the same will be provided upon your request and without charge.

For an adverse determination concerning an urgent care claim, the information described in this Section may be provided to you orally within the permitted time frame provided that a written or electronic notification in accordance with this section is furnished to you no later than 3 days after the oral notification.

Internal Review of Initial Adverse Benefit Determination

If you submit a claim for Plan benefits and it is initially denied under the procedures described above, you may request a review of that denial under the procedures described below.

You have 180 days after you receive notice of an initial adverse determination within which to request a review of the adverse determination.

If you request a review of an adverse determination within the applicable time period, the review will meet the following requirements:

- (1) The Plan will provide a review that does not afford deference to the adverse determination that is being appealed and that is conducted by an appropriate named fiduciary of the Plan who did not make the adverse determination that is the subject of the appeal and who is not a subordinate of the individual who made that adverse determination.
- (2) The appropriate named fiduciary of the Plan will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment before making a decision on review of any adverse determination based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug or other item is experimental and/or investigational or not Dentally Necessary or appropriate. The professional engaged for purposes of a consultation in the preceding sentence will be an individual who is neither an individual who was consulted in connection with the adverse determination that is the subject of the appeal, nor a subordinate of any such individual.
- (3) The Plan will identify any medical or vocational experts whose advice is obtained on behalf of the Plan in connection with the Plan's review of an adverse determination, without regard to whether the advice is relied upon in making the adverse determination on review.
- (4) For a requested review of an adverse determination involving an urgent care claim, the review process will meet the expedited deadlines described below. Your request for such an expedited review may be submitted orally or in writing and all necessary information, including the Plan's determination on review, will be transmitted between the Plan and you by telephone, facsimile or other available similarly expeditious method.

- (5) The reviewer will afford you an opportunity to review and receive, without charge, all relevant documents, information and records relating to the claim and to submit issues and comments relating to the claim in writing to the Plan. The reviewer will take into account all comments, documents, records and other information submitted by the claimant relating to the claim regardless of whether the information was submitted or considered in the initial benefit determination.

All requests for review of initial adverse benefit determinations (including all relevant information) must be submitted to the following address:

Apta Care Coordinators
Appeals Department
7450 Huntington Park Dr, Suite 100
Columbus, OH 43235

Deadline for Internal Review of Initial Adverse Benefit Determinations

- (1) **Urgent Care Claims.** For urgent care claims, the reviewer will notify you of the Plan's determination on review as soon as possible, taking into account the medical exigencies, but not later than 72 hours after the Plan receives your request for review of an initial adverse determination by the Plan.
- (2) **Pre-Service Claims.** For a pre-service claim, the reviewer will notify you of the Plan's determination on review within a reasonable period of time appropriate to the medical circumstances, but in no event later than 30 days after the Plan receives your request for review of the initial adverse determination.
- (3) **Post-Service Claims.** For a post-service claim, the reviewer will notify you of the Plan's benefit determination on review within a reasonable period of time, but in no event later than 60 days after the Plan receives your request for review of the initial adverse determination.

Manner and Content of Notice of Decision on Internal Review of Initial Adverse Benefit Determinations

Upon completion of its review of an initial adverse determination, the reviewer will give you, in writing or by electronic notification, a notice of its benefit determination. For an adverse determination, the notice will include:

- (1) A description of the Plan's decision;
- (2) The specific reasons for the decision;
- (3) The relevant Plan provisions or insurance contract provisions on which its decision is based;
- (4) A statement that you are entitled to receive, upon request and without charge, reasonable access to and copies of, all documents, records and other information in the Plan's files which is relevant to your claim for benefits;
- (5) A statement describing your right to bring an action for judicial review under ERISA Section 502(a);
- (6) If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination on review, a statement that a copy of the rule, guideline, protocol or other similar criterion will be provided without charge to you upon request;
- (7) If the adverse determination on review is based on a Medical Necessity, experimental treatment or similar exclusion or limit, either: (a) an explanation of the scientific or clinical judgment on which the determination was based, applying the terms of the Plan to the claimant's medical circumstances or (b) a statement that such an explanation will be provided without charge upon request; and
- (8) The following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and, if your benefit is an insured benefit, your state insurance regulatory agency."

Calculation of Time Periods

For purposes of the time periods described in the Plan's claim procedures, the period of time during which a benefit determination is required to be made begins at the time a claim (or a request for review of a denied claim) is filed in accordance with the Plan procedures without regard to whether all the information necessary to make a decision accompanies the request. If a period of time is extended due to your failure to submit all information necessary for a claim for non-urgent care benefits, the period for making the determination is "frozen" from the date the notification requesting the additional information is sent to you until the date you respond or, if earlier, until 45 days from the date you receive (or were reasonably expected to receive) the notice requesting additional information.

Adverse Determination

For purposes of the Plan's claim procedures, an "adverse determination" is a denial, reduction or termination of or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination or failure to provide or make payment that is based on a determination of an individual's eligibility to participate in the Plan and including a denial, reduction or termination of or a failure to provide or make payment (in whole or in part) for, a benefit resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be Experimental and/or Investigational or not Medically Necessary or appropriate. Adverse determination also includes any rescission of coverage, whether or not, in connection with the rescission, there is an adverse effect on any particular benefit at the time of rescission.

Plan's Failure to Follow Procedures

If the Plan fails to follow the claim procedures described above, you will be deemed to have exhausted the Plan internal claim procedures and you will be entitled to pursue any available remedy under State or Federal law on the basis that the Plan has failed to provide a reasonable claims procedure that would yield a decision on the merits of the claim.

Statute of Limitations for Plan Claims

Please note that no legal action may be commenced or maintained to recover benefits under the Plan more than 12 months after the final review/appeal decision by the Plan Administrator has been rendered (or deemed rendered).

Appointment of Authorized Representative

A Covered Person is permitted to appoint an authorized representative to act on his or her behalf with respect to a benefit claim or appeal of a denial. An assignment of benefits by a Covered Person to a provider will not constitute appointment of that provider as an authorized representative. To appoint such a representative, the Covered Person must complete a form which can be obtained from the Plan Administrator or the Third Party Administrator. However, in connection with a claim involving urgent care, the Plan will permit a health care professional with knowledge of the Covered Person's medical condition to act as the Covered Person's authorized representative without completion of this form. In the event a Covered Person designates an authorized representative, all future communications from the Plan will be with the representative, rather than the Covered Person, unless the Covered Person directs the Plan Administrator, in writing, to the contrary.

Physical Examinations

The Plan reserves the right to have a Physician of its own choosing examine any Covered Person whose Illness or Injury is the basis of a claim. All such examinations will be at the expense of the Plan. This right may be exercised when and as often as the Plan Administrator may reasonably require during the pendency of a claim. The Covered Person must comply with this requirement as a necessary condition for coverage.

COORDINATION OF BENEFITS

Benefits Subject to This Provision

This provision applies to all benefits provided under any section of this Plan. "Excess Insurance" and "Other Plan" as described below, do not include long-term care benefits; coverage only for accident (including accidental death and dismemberment); coverage for only a specified disease or illness (for example, cancer policies); hospital indemnity or other fixed indemnity insurance; or disability income insurance.

Excess Insurance

If at the time of Injury, Illness, disease or disability there is available or potentially available, any coverage (including, but not limited to, coverage resulting from a judgment at law or settlements), the benefits under the Plan shall apply only as an excess over such other sources of coverage.

The Plan's benefits will be excess to, whenever possible:

- (1) Any primary payer besides the Plan;
- (2) Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
- (3) Any policy of insurance from any insurance company or guarantor of a third-party;
- (4) Workers' Compensation or other liability insurance company; or
- (5) Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments and school insurance coverage.

Vehicle Limitation

When medical payments are available (or, under applicable law should be available) under any vehicle insurance, the Plan shall pay excess benefits only, without reimbursement for vehicle plan and/or policy deductibles. This Plan shall always be considered secondary to such plans and/or policies. This applies to all forms of medical payments under vehicle plans and/or policies regardless of its name, title or classification. If medical payments would have been available under a vehicle insurance policy if minimum legally required levels of coverage had been in effect, but the minimum level of coverage was not in effect, the Plan shall pay excess benefits only, determined as if the minimum legally required level of coverage had been in effect at the applicable time.

Allowable Expenses

"Allowable expenses" shall mean any Medically Necessary, Usual and Customary item of expense, at least a portion of which is covered under this Plan.

In the case of HMO (Health Maintenance Organization) plans, this Plan will not consider any charges in excess of what an HMO provider has agreed to accept as payment in full. Further, when an HMO is primary and the Covered Person does not use an HMO provider, this Plan will not consider as allowable expenses any charge that would have been covered by the HMO had the Covered Person used the services of an HMO provider.

Other Plan

"Other Plan" means any of the following plans, other than this Plan, providing benefits or services for medical or dental care or treatment:

- (1) Group, blanket or franchise insurance coverage;
- (2) Any coverage under labor-management trustee plans, union welfare plans, employer organization plans, school insurance or employee benefit organization plans;
- (3) Coverage under Medicare and any other governmental program that the Covered Person is liable for payment, except state-sponsored medical assistance programs and TRICARE, in which case this Plan pays primary;
- (4) Coverage under any Health Maintenance Organization (HMO); or

- (5) Any mandatory automobile insurance (such as no-fault) providing benefits under a medical expense reimbursement provision for health care services because of Injuries arising out of a motor vehicle accident and any other medical and liability benefits received under any automobile policy.

Application to Benefit Determinations

The plan that pays first according to the rules in the section entitled "Order of Benefit Determination" will pay as if there were no other plan involved. When this Plan is secondary, this Plan will always pay either its benefits in full or a reduced amount which, when added to the benefits payable by the other plan or plans, will not exceed 100% of allowable expenses. When there is a conflict in the order of benefit determination, this Plan will never pay more than 50% of allowable expenses.

Order of Benefit Determination

For the purposes of the section entitled "Application to Benefit Determinations," the rules establishing the order of benefit determination are listed below. The Plan will consider these rules in the order in which they are listed and will apply the first rule that satisfies the circumstances of the claim:

- (1) A plan without a coordinating provision will always be the primary plan;
- (2) The plan covering the person directly rather than as an employee's dependent is primary and the other plans are secondary.
- (3) Active/laid-off employees or retirees: The plan which covers a person as an active employee (or as that employee's dependent) determines its benefits before the plan which covers a person as a laid-off or retired employee (or as that employee's dependent). If the plan which covers that person has not adopted this rule and if, as a result, the plans do not agree on the order of benefits, this rule will not apply.
- (4) Dependent children of parents not separated or divorced or unmarried parents living together: The plan covering the parent whose birthday falls earlier in the year pays first. The plan covering the parent whose birthday falls later in the year pays second. However, if the other plan does not have this rule but instead has a rule based upon the gender of the parent and if as a result the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.
- (5) Dependent children of separated or divorced parents or unmarried parents not living together: When parents are separated or divorced or unmarried and not living together, neither the male/female nor the birthday rules apply. Instead:
 - (a) The plan of the parent with custody pays first;
 - (b) The plan of the spouse of the parent with custody (the step-parent) pays next;
 - (c) The plan of the parent without custody pays next; and
 - (d) The plan of the spouse of the non-custodial parent pays last.

Notwithstanding the above provisions, if there is a court decree that would otherwise establish financial responsibility for the child's health care expenses, the benefits of the plan that covers the child as a dependent of the parent with such financial responsibility shall be determined before the benefits of any other plan that covers the child as a dependent child.

- (6) If a person whose coverage is provided under a right of continuation pursuant to state or federal law (e.g., COBRA) is also covered under another plan, the plan covering the person as an employee, member, subscriber or retiree (or as that person's dependent) is primary and the continuation coverage is secondary. If the other plan does not have this rule and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.

When the rules above do not establish an order of benefit determination, the benefits of a plan which has covered the person on whose expenses claim is based for the longer period of time shall be determined before the benefits of a plan which has covered such person the shorter period of time.

Right to Receive and Release Necessary Information

For the purpose of determining the applicability of and implementing the terms of this coordination of benefits provision or any provision of similar purpose of any other plan, this Plan may, without notice to any person, release to or obtain from any insurance company or other organization or individual, any information with respect to any person, which the Plan deems to be necessary for such purposes. Any person claiming benefits under this Plan is deemed to consent to the release and receipt of such information and agrees to furnish to the Plan such information as may be necessary to implement this provision.

Facility of Payment

Whenever payments which should have been made under this Plan in accordance with this provision have been made under any other plans, the Plan Administrator may, in its sole discretion, pay any organizations making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this provision and amounts so paid shall be deemed to be benefits paid under this Plan and, to the extent of such payments, this Plan shall be fully discharged from liability.

Right of Recovery

Whenever payments have been made by this Plan with respect to allowable expenses in a total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this provision, the Plan shall have the right to recover such payments, to the extent of such excess, in accordance with the Recovery of Payments provision of this Plan.

Recovery of Payments

Occasionally, benefits are paid more than once, are paid based upon improper billing or a misstatement in a proof of loss or enrollment information, are not paid according to the Plan's terms, conditions, limitations or exclusions or should otherwise not have been paid by the Plan. This Plan may also inadvertently pay benefits that are later found to be greater than the maximum allowable charge. In this case, this Plan may recover the amount of the overpayment from the person or entity to which it was paid, primary payers or from the party on whose behalf the charge(s) were paid. Whenever the Plan pays benefits exceeding the amount of benefits payable under the terms of the Plan, the Plan Administrator has the right to recover any such erroneous payment.

A Covered Person, provider, another benefit plan, insurer or any other person or entity who receives a payment exceeding the amount of benefits payable under the terms of the Plan or on whose behalf such payment was made, shall return or refund the amount of such erroneous payment to the Plan within 30 days of discovery or demand. The Plan Administrator shall have discretion in deciding whether to obtain payment for the expense for which the erroneous payment was made or to which it was applied.

The person or entity receiving an erroneous payment may not apply such payment to another expense. The Plan Administrator shall have the sole discretion to choose who will repay the Plan for an erroneous payment and whether such payment shall be reimbursed in a lump sum. When a Covered Person or other entity does not comply with the provisions of this section, the Plan Administrator shall have the authority, in its sole discretion, to deny payment of any claims for benefits by the Covered Person and to deny or reduce future benefits payable (including payment of future benefits for any other Injury or Illness) under the Plan by the amount due as reimbursement to the Plan. The Plan Administrator may also, in its sole discretion, deny or reduce future benefits (including future benefits for any other Injury or Illness) under any other group benefits plan maintained by the Plan Sponsor. The reductions will equal the amount of the required reimbursement.

Providers and any other person or entity accepting payment from the Plan or to whom a right to benefits has been assigned, in consideration of services rendered, payments and/or rights, agree to be bound by the terms of this Plan and agree to submit claims for reimbursement in strict accordance with their state's health care practice acts, most recent edition of the ICD or CPT standards, Medicare guidelines, HCPCS standards or other standards approved by the Plan Administrator or insurer. Any payments made on claims for reimbursement not in accordance with the above provisions shall be repaid to the Plan within 30 days of discovery or demand or incur prejudgment interest of 1.5% per month. If the Plan must bring an action against a Covered Person, provider or other person or entity to enforce the provisions of this section, then that Covered Person, provider or other person or entity agrees to pay the Plan's attorneys' fees and costs, regardless of the action's outcome.

Further, a Covered Person and/or their dependents, beneficiaries, estate, heirs, guardian, personal representative or assigns ("Plan Participants") shall assign or be deemed to have assigned to the Plan their right to recover said payments made by the Plan, from any other party and/or recovery for which the Plan Participant(s) are entitled, for or in relation to facility-acquired condition(s), provider error(s) or damages arising from another party's act or omission for which the Plan has not already been reimbursed.

The Plan reserves the right to deduct from any benefits properly payable under this Plan the amount of any payment which has been made:

- (1) In error;
- (2) Pursuant to a misstatement contained in a proof of loss or a fraudulent act;
- (3) Pursuant to a misstatement made to obtain coverage under this Plan within 2 years after the date such coverage commences;
- (4) With respect to an ineligible person;
- (5) In anticipation of obtaining a recovery if a Covered Person fails to comply with the Plan's Subrogation, Third Party Recovery and Reimbursement provisions; or
- (6) Pursuant to a claim for which benefits are recoverable under any policy or act of law providing for coverage for occupational Injury or disease to the extent that such benefits are recovered. This provision (6) shall not be deemed to require the Plan to pay benefits under this Plan in any such instance.

The deduction may be made against any claim for benefits under this Plan by a Covered Person if such payment is made with respect to the Covered Person.

If the Plan seeks to recoup funds from a provider, due to a claim being made in error, a claim being fraudulent on the part of the provider and/or the claim that is the result of the provider's misstatement, said provider shall, as part of its assignment to benefits from the Plan, abstain from billing the Covered Person for any outstanding amount(s).

Medicaid Coverage

You or your Dependent's eligibility for any state Medicaid benefits will not be taken into account in determining or making any payments for benefits to or on behalf of you or your Dependent. Any such benefit payments will be subject to the state's right to reimbursement for benefits it has paid on behalf of such person, as required by the state Medicaid program; and the Plan will honor any subrogation rights the state may have with respect to benefits which are payable under the Plan.

Coordination of Benefits with Medicaid

In all cases, benefits available through a state or federal Medicaid program will be secondary or subsequent to the benefits of this Plan.

Coordination of Benefits with Medicare

When Medicare is the primary payor, the Plan will base its payment upon benefits allowable by Medicare. If you did not elect coverage under Medicare Parts A and/or B when eligible, the Plan will be secondary and coordinate with benefits that would have been provided by Medicare.

When you, your Spouse or Dependents (as applicable) are eligible for or entitled to Medicare and covered by the Plan, the Plan at all times will be operated in accordance with any applicable Medicare secondary payer and non-discrimination rules. These rules include, where applicable, but are not necessarily limited to, rules concerning individuals with end stage renal disease, rules concerning active employees age 65 or over and rules concerning working disabled individuals (as discussed below).

When Medicare is the primary payor, the Plan will pay secondary to the extent the benefit is a Covered Expense under the Plan (meaning that the Plan will base its payment upon benefits allowable by Medicare).

In accordance with federal law, the following rules apply in determining whether Medicare or Plan coverage is primary health care coverage:

- (1) The Working Aged Rule: Medicare benefits are secondary to benefits payable under the Plan for individuals entitled to Medicare due to being age 65 or over and who have Plan coverage as a result of his or her current employment status (or the current employment status of a Spouse). When you or your Spouse become eligible for Medicare due to the attainment of age 65, you or your Spouse may still be eligible for benefits provided under the Plan based on your current employment status.

If, as a result, you have or your Spouse has primary coverage under the Plan, the Plan will pay the portion of your Incurred expenses that are normally covered by the Plan. All or part of the remaining amount, if any, may be paid by Medicare if the expenses are covered expenses under Medicare and the portion of the expenses covered by Medicare exceeds the portion covered by the Plan. If the expenses are not covered by the Plan but are Medicare-covered expenses, then Medicare will process its payment of the expenses as if you do not have Plan coverage.

- (2) The Working Disabled Rule: Medicare benefits are secondary to benefits payable under the Plan for covered individuals under age 65 entitled to Medicare on the basis of disability (other than end-stage renal disease) and who are covered under the Plan as a result of current employment status with an employer. That is, if you or your Dependents are covered by the Plan based on your current employment status, Medicare benefits are secondary for you or your covered Dependents entitled to Medicare on the basis of disability (other than end-stage renal disease). In this case the Plan is primary.
- (3) End-Stage Renal Disease Rule: Medicare benefits are secondary to benefits payable under the Plan for covered individuals eligible for or entitled to Medicare benefits on the basis of end-stage renal disease ("ESRD"), for a period not to exceed 30 months generally beginning the first day of the month of eligibility or entitlement to Medicare due to ESRD. (Special rules apply if you were entitled to Medicare based on age or disability prior to becoming eligible for Medicare due to ESRD.) Because an ESRD patient can have up to a 3-month wait to obtain Medicare coverage, the Plan's primary payment responsibility may vary up to 3 months. If the basis of your entitlement to Medicare changes from ESRD to age or disability, the Plan's primary payment responsibility may terminate on the month before the month in which the change is effective and the rules set forth above, if applicable, will apply. Your Employer can provide you with more detailed information on how this rule works.

Medicare and COBRA

For most COBRA beneficiaries (e.g., the working aged or disabled Medicare beneficiaries), Medicare rules state that Medicare will be primary to COBRA continuation coverage and this would apply to this Plan's Continuation of Benefits (COBRA) coverage. For an ESRD-related Medicare beneficiary, COBRA continuation coverage (if elected) is generally primary to Medicare during the 30-month coordination period.

Coordination of Benefits with TRICARE

The Plan at all times will be operated in accordance with any applicable TRICARE secondary payer and non-discrimination rules issued by the Department of Defense.

SUBROGATION, THIRD-PARTY RECOVERY AND REIMBURSEMENT

Payment Condition

- (1) The Plan, in its sole discretion, may elect to conditionally advance payment of benefits in those situations where an Injury, Illness, disease or disability is caused in whole or in part by, or results from the acts or omissions of you and/or your Dependents, plan beneficiaries and/or their Dependents, beneficiaries, estate, heirs, guardian, personal representative, or assigns (collectively referred to hereinafter in this section as "Covered Person") or a third party, where any party besides the Plan may be responsible for expenses arising from an incident, and/or other insurance or other funds are available, including but not limited to no-fault, uninsured motorist, underinsured motorist, medical payment provisions, third party assets, third party insurance, and/or guarantor(s) of a third party (collectively "Coverage").
- (2) The Covered Person, his or her attorney, and/or legal guardian of a minor or incapacitated individual agrees that acceptance of the Plan's conditional payment of medical benefits is constructive notice of these provisions in their entirety and agrees to maintain 100% of the Plan's conditional payment of benefits or the full extent of payment from any one or combination of first and third party sources in trust, without disruption except for reimbursement to the Plan or the Plan's assignee. By accepting benefits the Covered Person agrees the Plan shall have an equitable lien on any funds received by the Covered Person and/or their attorney from any source and said funds shall be held in trust until such time as the obligations under this provision are fully satisfied. The Covered Person agrees to include the Plan's name as a co-payee on any and all settlement drafts. Further, by accepting benefits the Covered Person understands that any recovery obtained pursuant to this section is an asset of the Plan to the extent of the amount of benefits paid by the Plan and that the Covered Person shall be a trustee over those Plan assets.
- (3) In the event a Covered Person settles, recovers or is reimbursed by any Coverage, the Covered Person agrees to reimburse the Plan for all benefits paid or that will be paid by the Plan on behalf of the Covered Person. If the Covered Person fails to reimburse the Plan out of any judgment or settlement received, the Covered Person will be responsible for any and all expenses (fees and costs) associated with the Plan's attempt to recover such money.
- (4) If there is more than one party responsible for charges paid by the Plan, or may be responsible for charges paid by the Plan, the Plan will not be required to select a particular party from whom reimbursement is due. Furthermore, unallocated settlement funds meant to compensate multiple injured parties of which the Covered Person is/are only one or a few, that unallocated settlement fund is considered designated as an "identifiable" fund from which the Plan may seek reimbursement.

Subrogation

- (1) As a condition to participating in and receiving benefits under this Plan, the Covered Person agrees to assign to the Plan the right to subrogate and pursue any and all claims, causes of action or rights that may arise against any person, corporation or entity and to any Coverage to which the Covered Person is entitled, regardless of how classified or characterized, at the Plan's discretion, if the Covered Person fails to so pursue such rights or action.
- (2) If a Covered Person receives or becomes entitled to receive benefits, an automatic equitable lien attaches in favor of the Plan to any claim, which any Covered Person may have against any Coverage and/or party causing the Illness or Injury to the extent of such conditional payment by the Plan plus reasonable costs of collection. The Covered Person is obligated to notify the Plan or its authorized representative of any settlement prior to finalization of the settlement, execution of a release, or receipt of applicable funds. The Covered Person is also obligated to hold any and all funds so received in trust on the Plan's behalf and function as a trustee as it applies to those funds until the Plan's rights described herein are honored and the Plan is reimbursed.
- (3) The Plan may, at its discretion, in its own name or in the name of the Covered Person, commence a proceeding or pursue a claim against any party or Coverage for the recovery of all damages to the full extent of the value of any such benefits or conditional payments advanced by the Plan.
- (4) The Covered Person authorizes the Plan to pursue, sue, compromise and/or settle any such claims in the Covered Persons and/or the Plan's name and agrees to fully cooperate with the Plan in the prosecution of any such claims if the Covered Person fails to file a claim or pursue damages against:

- (a) The responsible party, its insurer or any other source on behalf of that party;
- (b) Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
- (c) Any policy of insurance from any insurance company or guarantor of a third party;
- (d) Workers' Compensation or other liability insurance company; or
- (e) Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments and school insurance coverage.

The Covered Person assigns all rights to the Plan or its assignee to pursue a claim and the recovery of all expenses from any and all sources listed above.

Right of Reimbursement

- (1) The Plan shall be entitled to recover 100% of the benefits paid, without deduction for attorneys' fees and costs or application of the common fund doctrine, make whole doctrine, or any other similar legal theory, without regard to whether the Covered Person is fully compensated by his or her recovery from all sources. The Plan shall have an equitable lien which supersedes all common law or statutory rules, doctrines, and laws of any state prohibiting assignment of rights which interferes with or compromises in any way the Plan's equitable lien and right to reimbursement. The obligation to reimburse the Plan in full exists regardless of how the judgment or settlement is classified and whether or not the judgment or settlement specifically designates the recovery or a portion of it as including medical, disability, or other expenses. If the Covered Persons' recovery is less than the benefits paid, then the Plan is entitled to be paid all of the recovery achieved. Any funds received by the Covered Person are deemed held in constructive trust and should not be dissipated or disbursed until such time as the Covered Person's obligation to reimburse the Plan has been satisfied in accordance with these provisions. The Covered Person is also obligated to hold any and all funds so received in trust on the Plan's behalf and function as a trustee as it applies to those funds until the Plan's rights described herein are honored and the Plan is reimbursed.
- (2) No court costs, experts' fees, attorneys' fees, filing fees, or other costs or expenses of litigation may be deducted from the Plan's recovery without the prior, express written consent of the Plan.
- (3) The Plan's right of subrogation and reimbursement will not be reduced or affected as a result of any fault or claim on the part of the Covered Person, whether under the doctrines of causation, comparative fault or contributory negligence, or other similar doctrine in law. Accordingly, any lien reduction statutes, which attempt to apply such laws and reduce a subrogating Plan's recovery will not be applicable to the Plan and will not reduce the Plan's reimbursement rights.
- (4) These rights of subrogation and reimbursement shall apply without regard to whether any separate written acknowledgment of these rights is required by the Plan and signed by the Covered Person.
- (5) This provision shall not limit any other remedies of the Plan provided by law. These rights of subrogation and reimbursement shall apply without regard to the location of the event that led to or caused the applicable Illness, Injury, disease or disability.

Covered Person is a Trustee Over Plan Assets

- (1) Any Covered Person who receives benefits and is therefore subject to the terms of this section is hereby deemed a recipient and holder of Plan assets and is therefore deemed a trustee of the Plan solely as it relates to possession of any funds which may be owed to the Plan as a result of any settlement, judgment or recovery through any other means arising from any Injury or Accident. By virtue of this status, the Covered Person understands that he/she is required to:
 - (a) Notify the Plan or its authorized representative of any settlement prior to finalization of the settlement, execution of a release, or receipt of applicable funds;
 - (b) Instruct his/her attorney to ensure that the Plan and/or its authorized representative is included as a payee on all settlement drafts;

- (c) In circumstances where the Covered Person is not represented by an attorney, instruct the insurance company or any third party from whom the Covered Person obtains a settlement, judgment or other source of Coverage to include the Plan or its authorized representative as a payee on the settlement draft; and,
 - (d) Hold any and all funds so received in trust, on the Plan's behalf, and function as a trustee as it applies to those funds, until the Plan's rights described herein are honored and the Plan is reimbursed.
- (2) To the extent the Covered Person disputes this obligation to the Plan under this section, the Covered Person or any of its agents or representatives is also required to hold any/all settlement funds, including the entire settlement if the settlement is less than the Plan's interests, and without reduction in consideration of attorneys' fees, for which he/she exercises control, in an account segregated from their general accounts or general assets until such time as the dispute is resolved.
 - (3) No Covered Person, beneficiary, or the agents or representatives thereof, exercising control over plan assets and incurring trustee responsibility in accordance with this section will have any authority to accept any reduction of the Plan's interest on the Plan's behalf.

Excess Insurance

If at the time of Injury, Illness, disease or disability, there is available or potentially available any coverage (including but not limited to coverage resulting from a judgment at law or settlements), the benefits under this Plan shall apply only as an excess over such other sources of coverage, except as otherwise provided for under the Plan's "Coordination of Benefits" section.

The Plan's benefits shall be excess to any of the following:

- (1) The responsible party, its insurer or any other source on behalf of that party;
- (2) Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
- (3) Any policy of insurance from any insurance company or guarantor of a third party;
- (4) Workers' Compensation or other liability insurance company; or
- (5) Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments and school insurance coverage.

Separation of Funds

Benefits paid by the Plan, funds recovered by the Covered Person and funds held in trust over which the Plan has an equitable lien exist separately from the property and estate of the Covered Person, such that the death of the Covered Person or filing of bankruptcy by the Covered Person, will not affect the Plan's equitable lien, the funds over which the Plan has a lien or the Plan's right to subrogation and reimbursement.

Wrongful Death

In the event that the Covered Person dies as a result of his or her Injuries and a wrongful death or survivor claim is asserted against a third party or any Coverage, the Plan's subrogation and reimbursement rights shall still apply, and the entity pursuing said claim shall honor and enforce these Plan rights and terms by which benefits are paid on behalf of the Covered Person(s) and all others that benefit from such payment.

Obligations

- (1) It is the Covered Person's obligation at all times, both prior to and after payment of medical benefits by the Plan:
 - (a) To cooperate with the Plan or any representatives of the Plan, in protecting its rights, including discovery, attending depositions and cooperating in trial to preserve the Plan's rights;
 - (b) To provide the Plan with pertinent information regarding the Illness, disease, disability or Injury, including Accident reports, settlement information and any other requested additional information;

- (c) To take such action and execute such documents as the Plan may require to facilitate enforcement of its subrogation and reimbursement rights;
 - (d) To do nothing to prejudice the Plan's rights of subrogation and reimbursement;
 - (e) To promptly reimburse the Plan when a recovery through settlement, judgment, award or other payment is received;
 - (f) To notify the Plan or its authorized representative of any settlement prior to finalization of the settlement;
 - (g) To not settle or release, without the prior consent of the Plan, any claim to the extent that the Covered Person may have against any responsible party or coverage;
 - (h) To instruct his/her attorney to ensure that the Plan or its authorized representative is included as a payee on any settlement draft;
 - (i) In circumstances where the Covered Person is not represented by an attorney, instruct the insurance company or any third party from whom the Covered Person obtains a settlement to include the Plan or its authorized representative as a payee on the settlement draft; and
 - (j) To make good faith efforts to prevent disbursement of settlement funds until such time as any dispute between the Plan and Covered Person over settlement funds is resolved.
- (2) If the Covered Person and/or his or her attorney fails to reimburse the Plan for all benefits paid or to be paid, as a result of said Injury or condition, out of any proceeds, judgment or settlement received, the Covered Person will be responsible for any and all expenses (whether fees or costs) associated with the Plan's attempt to recover such money from the Covered Person.
- (3) The Plan's rights to reimbursement and/or subrogation are in no way dependent upon the Covered Persons' cooperation or adherence to these terms.

Offset

If timely repayment is not made, or the Covered Person and/or his or her attorney fails to comply with any of the requirements of the Plan, the Plan has the right, in addition to any other lawful means of recovery, to deduct the value of the Covered Person's amount owed to the Plan. To do this, the Plan may refuse payment of any future medical benefits and any funds or payments due under this Plan on behalf of the Covered Person in an amount equivalent to any outstanding amounts owed by the Covered Person to the Plan. This provision applies even if the Covered Person has disbursed settlement funds.

Minor Status

- (1) In the event the Covered Person is a minor as that term is defined by applicable law, the minor's parents or court-appointed guardian shall cooperate in any and all actions by the Plan to seek and obtain requisite court approval to bind the minor and his or her estate insofar as these subrogation and reimbursement provisions are concerned.
- (2) If the minor's parents or court-appointed guardian fail to take such action, the Plan shall have no obligation to advance payment of medical benefits on behalf of the minor. Any court costs or legal fees associated with obtaining such approval shall be paid by the minor's parents or court-appointed guardian.

Language Interpretation

The Plan Sponsor retains sole, full and final discretionary authority to construe and interpret the language of this provision, to determine all questions of fact and law arising under this provision and to administer the Plan's subrogation and reimbursement rights.

Severability

In the event that any section of this provision is considered invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining sections of this provision and Plan. The section shall be fully severable. The Plan shall be construed and enforced as if such invalid or illegal sections had never been inserted in the Plan.

Notwithstanding anything contained herein to the contrary, to the extent this Plan is not governed by ERISA, the Plan's right to subrogation and reimbursement may be subject to applicable state subrogation laws.

DEFINITIONS

In this section you will find the definitions for the capitalized words found throughout this Plan. There may be additional words or terms that have a meaning that pertains to a specific section and those definitions will be found in that section provided, however, that any such capitalized word shall have such meaning when used in any other section. These definitions are not an indication that charges for particular care, supplies or services are eligible for payment under the Plan. Please refer to the appropriate sections of this Plan for that information.

Accident means a non-occupational sudden and unforeseen event, definite as to time and place or a deliberate act resulting in unforeseen consequences.

Calendar Year means January 1 – December 31.

Close Relative means a Covered Person's spouse, parent (including step-parents), sibling, child, grandparent or in-law.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as may be amended from time to time.

Cosmetic means any procedure which is primarily directed at improving an individual's appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease.

Covered Expense means an item or service listed in the Plan as an eligible dental expense for which the Plan provides coverage

Covered Person means, individually, a covered Employee and each of his or her Dependents who are covered under the Plan.

Dentally Necessary means services or supplies, which are determined by the Plan Administrator to be:

- (1) Appropriate and necessary for the symptoms, diagnosis or direct care and treatment of the dental condition, Injury or Illness;
- (2) Provided for the diagnosis or direct care and treatment of the dental condition, Injury or Illness;
- (3) Within standards of good dental practice within the organized dental community;
- (4) Not primarily for the convenience of the Covered Person, the Covered Person's Dentist or another provider; and
- (5) The most appropriate supply or level of service which can safely be provided.

Dentist means an individual who is duly licensed to practice dentistry or to perform oral surgery in the state where the service is performed and is operating within the scope of such license. A Physician will be considered a Dentist when performing any covered dental services allowed within such license.

Dependent is a Covered Person, other than the Employee, who is covered by the Plan pursuant to the terms and conditions set forth in the "Eligibility for Participation" section of the Plan.

Employee is defined in the "Eligibility for Participation" section of the Plan.

Employer means the Eastern Shawnee Tribe of Oklahoma, or any successor thereto.

Endodontic Treatment means procedures for the prevention and treatment of diseases of the dental pulp, pulp chamber, root canal and surrounding periapical structures.

ERISA means the Employee Retirement Income Security Act of 1974, as may be amended from time to time.

FMLA means the Family and Medical Leave Act of 1993, as may be amended from time to time.

Harmful Habit means the acquired habit of thumb sucking, tongue thrusting or bruxism, which causes damage to the teeth and/or periodontal support.

HIPAA means the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as may be amended from time to time.

Illness means a non-occupational bodily disorder, disease, physical sickness, pregnancy (including childbirth and miscarriage), Mental Disorder or Substance Use Disorder.

Incurred means the date the service is rendered or the supply is obtained. With respect to a course of treatment or procedure which includes several steps or phases of treatment, expenses are Incurred for the various steps or phases as the services related to each step are rendered and not when services relating to the initial step or phase are rendered. More specifically, Covered Expenses for the entire procedure or course of treatment are not Incurred upon commencement of the first stage of the procedure or course of treatment.

Injury means physical damage to the body, caused by an external force and which is due directly and independently of all other causes, to an Accident.

Late Enrollee is an eligible Employee or eligible Dependent that does not elect coverage under this Plan during their original 31-day eligibility period. A Special Enrollee is not considered a Late Enrollee.

Legal Guardian is defined in the "Eligibility for Participation" section of the Plan.

Legally Employed means legally authorized to work in the United States, verifiable by documents accepted by the Department of Homeland Security's USCIS Form I-9.

Lifetime Maximum means the maximum benefit payable during an individual's lifetime while covered under this Plan. Benefits are available only when an individual is eligible for coverage under this Plan. The Plan may provide for a Lifetime Maximum benefit for specific types of medical treatment. Any Lifetime Maximum will be shown in the applicable Schedule of Benefits.

Medicare means the program of health care for the aged established by Title XVIII of the Social Security Act of 1965, as amended.

Non-Participating Provider means a health care practitioner or health care facility that has not contracted directly with the Plan or an entity contracting on behalf of the Plan to provide health care services to Plan enrollees.

Orthodontic Treatment means the corrective movement of teeth to treat a handicapping malocclusion of the mouth.

Participating Provider means a health care practitioner or health care facility that has contracted directly with the Plan or an entity contracting on behalf of the Plan to provide health care services to Plan enrollees.

Physician means a legally licensed Physician who is acting within the scope of their license and any other licensed practitioner required to be recognized for benefit payment purposes under the laws of the state in which they practice and who is acting within the scope of their license. An employee of a Physician who provides services under the direction and supervision of such Physician will also be deemed to be an eligible provider under the Plan.

Plan means the Eastern Shawnee Tribe of Oklahoma Group Benefit Plan.

Plan Administrator means the administrator of the Plan in accordance with ERISA.

Plan Sponsor means Eastern Shawnee Tribe of Oklahoma or any successor thereto.

Plan Year means the following:

Fiscal Plan Year: the period from February 1 - January 31 each year.

Benefit Plan Year: the period from January 1 - December 31.

Security Standards mean the final rule implementing HIPAA's Security Standards for the Protection of Electronic PHI, as amended.

Special Enrollee is an eligible Employee or eligible Dependent that does not elect coverage under this Plan during their original 31-day eligibility period and who later enrolls in the Plan due to a Special Enrollment Event.

Spouse is defined in the "Eligibility for Participation" section of the Plan.

Third Party Administrator means Meritain Health, Inc., P.O. Box 853921, Richardson, TX 75085-3921.

USERRA means the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as may be amended from time to time.

Usual and Customary Charge (U&C) means, with respect to Non-Participating Providers, charges made for medical or dental services or supplies essential to the care of the individual that will be subject to a Usual and Customary determination. Subject to the rest of this definition, the Usual and Customary Charge means the lesser of the charge by other providers in the same geographic area or billed charges for the same or comparable service or supply, utilizing outside vendors for benchmark data when making determinations. From time to time, the Plan may enter into an agreement with a Non-Participating Provider (directly or indirectly through a third party) which sets the rate the Plan will pay for a service or supply. In these cases the Usual and Customary Charge will be the rate established in such agreement with the Non-Participating Provider.

The Plan may reduce the Usual and Customary Charge by applying reimbursement policies administered by the Plan's Third Party Administrator. These reimbursement policies address the appropriate billing of services, taking into account factors that are relevant to the cost of the service such as:

- (1) The duration and complexity of a service;
- (2) Whether multiple procedures are billed at the same time but no additional overhead is required;
- (3) Whether an Assistant Surgeon is involved and necessary for the service;
- (4) If follow up care is included;
- (5) Whether there are any other characteristics that may modify or make a particular service unique; and
- (6) When a charge includes more than one claim line, whether any services described by a claim line are part of or incidental to the primary service provided.

The reimbursement policies utilized are based on review of the policies developed for Medicare; the generally accepted standards of medical and dental practice, which are based on credible scientific evidence published in peer-reviewed literature generally recognized by the relevant medical or dental community or which are otherwise consistent with Physician or dental specialty society recommendations; and the views of Physicians and Dentists practicing in the relevant clinical areas.

PLAN ADMINISTRATION

Delegation of Responsibility

The Plan Sponsor is a named fiduciary of the Plan with full discretionary authority for the control and management of the operation and administration of the Plan. The Plan Sponsor may delegate fiduciary and other responsibilities to any individual or entity. Any person to whom any responsibility is delegated may serve in more than one fiduciary capacity with respect to the Plan and may be a participant in the Plan.

Authority to Make Decisions

The Plan is administered by the Plan Administrator in accordance with ERISA. The Plan Administrator has retained the services of the Third Party Administrator to provide certain claims processing and other ministerial services. An individual or entity may be appointed by the Plan Sponsor to be Plan Administrator and serve at the convenience of the Plan Sponsor. If the Plan Administrator resigns, dies, is otherwise unable to perform, is dissolved or is removed from the position, the Plan Sponsor will appoint a new Plan Administrator as soon as reasonably possible.

The Plan Administrator will administer this Plan in accordance with its terms and establish its policies, interpretations, practices and procedures. It is the express intent of this Plan that the Plan Administrator will have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relate to eligibility for benefits (including the determination of what services, supplies, care and treatments are Experimental and/or Investigational), to decide disputes which may arise relative to you and/or your Dependent's rights and to decide questions of Plan interpretation and those of fact and law relating to the Plan. The decisions of the Plan Administrator as to the facts related to any claim for benefits and the meaning and intent of any provision of the Plan or its application to any claim, shall receive the maximum deference provided by law and will be final and binding on all interested parties. Benefits under this Plan will be paid only if the Plan Administrator decides, in its discretion, that you and/or your Dependent (as applicable) are entitled to them.

The duties of the Plan Administrator include the following:

- (1) To administer the Plan in accordance with its terms;
- (2) To determine all questions of eligibility, status and coverage under the Plan;
- (3) To interpret the Plan, including the authority to construe possible ambiguities, inconsistencies, omissions and disputed terms;
- (4) To make factual findings;
- (5) To decide disputes which may arise relative to a Covered Person's rights;
- (6) To prescribe procedures for filing a claim for benefits, to review claim denials and appeals relating to them and to uphold or reverse such denials; or, alternatively, to appoint a qualified administrator to carry out these functions on the Plan Administrator's behalf;
- (7) To keep and maintain the Plan documents and all other records pertaining to the Plan;
- (8) To appoint and supervise a Third Party Administrator to pay claims;
- (9) To perform all necessary reporting as required by federal or state law;
- (10) To establish and communicate procedures to determine whether a child support order or decree is a QMCSO;
- (11) To delegate to any person or entity such powers, duties and responsibilities as it deems appropriate; and
- (12) To perform each and every function necessary for or related to the Plan's administration.

Amendment or Termination of Plan

The Plan Sponsor expects to maintain this Plan indefinitely; however, the Plan Sponsor may, in its sole discretion, at any time, amend, suspend or terminate the Plan in whole or in part.

Any such amendment, suspension or termination shall be taken and enacted in accordance with applicable federal and state law and any applicable governing documents.

If the Plan is terminated, the rights of Covered Persons are limited to expenses Incurred before termination. All amendments to this Plan shall become effective as of a date established by the Plan Sponsor.

MISCELLANEOUS INFORMATION

Assignment of Benefits

No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person.

The direct payment from the Plan to a health care provider is not intended to confer upon the health care provider status as a beneficiary, under ERISA or otherwise, and shall not be construed to be an assignment of benefits to the health care provider. The right of any Covered Person to receive any benefits or payments under this Plan shall not be alienable by the Covered Person by assignment or any other method and shall not be subject to claims by the Covered Person's creditors by any process whatsoever. Any attempt to cause such right to be subjected will not be recognized, except to the extent required by law.

Notwithstanding the foregoing, the Plan will honor any Qualified Medical Child Support Order ("QMCSO") which provides for coverage under the Plan for an alternate recipient, in the manner described in ERISA Section 609(a) and in the Plan's QMCSO procedures.

Clerical Error

Clerical errors made on the records of the Plan and delays in making entries on such records shall not invalidate coverage nor cause coverage to be in force or to continue in force. Rather, the effective dates of coverage shall be determined solely in accordance with the provisions of this Plan regardless of whether any contributions with respect to you and/or your Dependents have been made or have failed to be made because of such errors or delays. Upon discovery of any such error or delay, an equitable adjustment of any such contributions will be made.

Conformity with Applicable Laws

This Plan shall be deemed automatically to be amended to conform as required by any applicable law, regulation or the order or judgment of a court of competent jurisdiction governing provisions of this Plan, including, but not limited to, stated maximums, exclusions or limitations. In the event that any law, regulation or the order or judgment of a court of competent jurisdiction causes the Plan Administrator to pay claims that are otherwise limited or excluded under this Plan, such payments will be considered as being in accordance with the terms of Plan. It is intended that the Plan will conform to the requirements of any applicable federal or state law.

Cost of the Plan

The Plan Sponsor is responsible for funding the Plan and will do so as required by law. To the extent permitted by law, the Plan Sponsor is free to determine the manner and means of funding the Plan, including, but not limited to, payment of Plan expenses from the Employer's general assets. If applicable, a biometric evaluation to determine health risk factors associated with a wellness program will be paid from the general assets of the Employer. The amount of contribution (if any) for your coverage or coverage for your Dependents will be determined from time to time by the Plan Sponsor, in its sole discretion.

Interpretation of this Document

The use of masculine pronouns in this Plan shall apply to persons of both sexes unless the context clearly indicates otherwise. The headings used in this Plan are used for convenience of reference only. You and your Dependents are advised not to rely on any provision because of the heading.

The use of the words, "you" and "your" throughout this Plan applies to eligible or covered Employees and, where appropriate in context, their covered Dependents.

Minimum Essential Coverage

Refer to the Employer's Summary of Benefits and Coverage (SBC) for determination as to whether the Plan provides "minimum essential coverage" within the meaning of Code Section 5000A(f) and any accompanying regulations or guidance and whether it provides "minimum value" within the meaning of Code Section 36B(c)(2)(C)(ii) and any accompanying regulations or guidance (e.g. the Plan provides at least 60% actuarial value).

No Contract of Employment

This Plan and any amendments constitute the terms and provisions of coverage under this Plan. The Plan shall not be deemed to constitute a contract of any type between the Employer and any person or to be consideration for or an inducement or condition of, the employment of any Employee. Nothing in this Plan shall be deemed to give any

Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Employee at any time.

Release of Information

For the purpose of determining the applicability of and implementing the terms of these benefits, the Plan Administrator may, without the consent of or notice to any person, release or obtain any information necessary to determine the acceptability of any applicant or person covered for benefits under this Plan. In so acting, the Plan Administrator shall be free from any liability that may arise with regard to such action; however, the Plan Administrator at all times will comply with the applicable privacy standards. Any Covered Person claiming benefits under this Plan shall furnish to the Plan Administrator such information as may be necessary to implement this provision.

Workers' Compensation

This Plan excludes coverage for any Injury or Illness that is eligible for coverage under any Workers' Compensation policy or law regardless of the date of onset of such Injury or Illness. However, if benefits are paid by the Plan and it is later determined that you received or are eligible to receive Workers' Compensation coverage for the same Injury or Illness, the Plan is entitled to full recovery for the benefits it has paid. This exclusion applies to past and future expenses for the Injury or Illness regardless of the amount or terms of any settlement you receive from Workers' Compensation. The Plan will exercise its right to recover against you. The Plan reserves its right to exercise its rights under this section and the section entitled "Recovery of Payment" even though:

- (1) The Workers' Compensation benefits are in dispute or are made by means of settlement or compromise;
- (2) No final determination is made that the Injury or Illness was sustained in the course of or resulted from your employment;
- (3) The amount of Workers' Compensation benefits due specifically to health care expense is not agreed upon or defined by you or the Workers' Compensation carrier; or
- (4) The health care expense is specifically excluded from the Workers' Compensation settlement or compromise.

You are required to notify the Plan Administrator immediately when you file a claim for coverage under Workers' Compensation if a claim for the same Injury or Illness is or has been filed with this Plan. Failure to do so or to reimburse the Plan for any expenses it has paid for which coverage is available through Workers' Compensation, will be considered a fraudulent claim and you will be subject to any and all remedies available to the Plan for recovery and disciplinary action.

STATEMENT OF ERISA RIGHTS

As a Covered Person in the Plan, you and your Dependents are entitled to certain rights and protections under ERISA. ERISA provides that you and your eligible Dependents are entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts (if any) and copies of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts (if any) and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Covered Person with a copy of this summary annual report.

Continue Group Health Plan Coverage

Continue health care coverage for yourself, spouse or Dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your Dependents may have to pay for such coverage. Review this Summary Plan Description and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Covered Persons, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Covered Persons and beneficiaries. No one, including your Employer, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you a daily penalty up to the statutory maximum amount until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, a medical child support order or a national medical support notice, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who would pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

HIPAA PRIVACY PRACTICES

The following is a description of certain rules that apply to the Plan Sponsor regarding uses and disclosures of your health information.

Disclosure of Summary Health Information to the Plan Sponsor

In accordance with HIPAA's standards for privacy of individually identifiable health information (the "privacy standards"), the Plan may disclose summary health information to the Plan Sponsor, if the Plan Sponsor requests the summary health information for the purpose of:

- (1) Obtaining premium bids from health plans for providing health insurance coverage under this Plan; or
- (2) Modifying, amending or terminating the Plan.

"Summary health information" is information, which may include individually identifiable health information, that summarizes the claims history, claims expenses or the type of claims experienced by individuals in the Plan, but that excludes all identifiers that must be removed for the information to be de-identified, except that it may contain geographic information to the extent that it is aggregated by 5-digit zip code.

Disclosure of Protected Health Information ("PHI") to the Plan Sponsor for Plan Administration Purposes

Except as described under "Disclosure of Summary Health Information to the Plan Sponsor" above or under "Disclosure of Certain Enrollment Information to the Plan Sponsor" below or under the terms of an applicable individual authorization, the Plan may disclose PHI to the Plan Sponsor and may permit the disclosure of PHI by a health insurance issuer or HMO with respect to the Plan to the Plan Sponsor only if the Plan Sponsor requires the PHI to administer the Plan. The Plan Sponsor by formally adopting this Plan document certifies that it agrees to:

- (1) Not use or further disclose PHI other than as permitted or required by the Plan or as required by law;
- (2) Ensure that any agents, to whom the Plan Sponsor provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such PHI;
- (3) Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor;
- (4) Report to the Plan any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which the Plan Sponsor becomes aware;
- (5) Make available PHI in accordance with section 164.524 of the privacy standards;
- (6) Make available PHI for amendment and incorporate any amendments to PHI in accordance with section 164.526 of the privacy standards;
- (7) Make available the information required to provide an accounting of disclosures in accordance with section 164.528 of the privacy standards;
- (8) Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the U.S. Department of Health and Human Services ("HHS"), for purposes of determining compliance by the Plan with part 164, subpart E, of the privacy standards;
- (9) If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible; and

(10) Ensure that adequate separation between the Plan and the Plan Sponsor, as required in section 164.504(f)(2)(iii) of the privacy standards, is established as follows:

- (a) The Plan Sponsor shall only allow certain named employees or classes of employees or other persons under control of the Plan Sponsor who have been designated to carry out plan administration functions, access to PHI. The Plan Sponsor will maintain a list of those persons and that list is incorporated into this document by this reference. The access to and use of PHI by any such individuals shall be restricted to plan administration functions that the Plan Sponsor performs for the Plan.
- (b) In the event any of the individuals described in (a) above do not comply with the provisions of the Plan documents relating to use and disclosure of PHI, the Plan Administrator shall impose reasonable sanctions as necessary, in its discretion. Such sanctions shall be imposed progressively (for example, an oral warning, a written warning, time off without pay and termination), if appropriate and shall be imposed so that they are commensurate with the severity of the violation.

“Plan administration” activities are limited to activities that would meet the definition of payment or health care operations, but do not include functions to modify, amend or terminate the Plan or solicit bids from prospective issuers. “Plan administration” functions include quality assurance, claims processing, auditing, monitoring and management of carve-out plans, such as vision and dental. It does not include any employment-related functions or functions in connection with any other benefit or benefit plans.

The Plan shall disclose PHI to the Plan Sponsor only upon receipt of a certification by the Plan Sponsor that:

- (1) The Plan documents have been amended to incorporate the above provisions; and
- (2) The Plan Sponsor agrees to comply with such provisions.

Disclosure of Enrollment Information to the Plan Sponsor

Pursuant to section 164.504(f)(1)(iii) of the privacy standards, the Plan may disclose to the Plan Sponsor information on whether an individual is participating in the Plan or is enrolled in or has disenrolled from a health insurance issuer or health maintenance organization offered under the Plan.

Disclosure of PHI to Obtain Stop-loss or Excess Loss Coverage; Disclosures of Genetic Information

Except as otherwise provided below, the Plan Sponsor hereby authorizes and directs the Plan, through the Plan Administrator or the Third Party Administrator, to disclose PHI to stop-loss carriers, excess loss carriers or managing general underwriters (“MGUs”) for underwriting and other purposes in order to obtain and maintain stop-loss or excess loss coverage related to benefit claims under the Plan. Such disclosures shall be made in accordance with the privacy standards.

The Plan will not use or disclose Genetic Information, including information about genetic testing and family medical history, for underwriting purposes. The Plan may use or disclose PHI for underwriting purposes, assuming the use or disclosure is otherwise permitted under the privacy standards and other applicable law, but any PHI that is used or disclosed for underwriting purposes will not include Genetic Information.

“Underwriting purposes” is defined for this purpose under federal law and generally includes any Plan rules relating to (1) eligibility for benefits under the Plan (including changes in deductibles or other cost-sharing requirements in return for activities such as completing a health risk assessment or participating in a wellness program); (2) the computation of premium or contribution amounts under the Plan (including discounts or payments or differences in premiums based on activities such as completing a health risk assessment or participating in a wellness program); and (3) other activities related to the creation, renewal, or replacement of a contract for health insurance or health benefits. However, “underwriting purposes” does not include rules relating to the determination of whether a particular expense or claim is medically appropriate.

HIPAA SECURITY PRACTICES

Disclosure of Electronic Protected Health Information (“Electronic PHI”) to the Plan Sponsor for Plan Administration Functions

In accordance with HIPAA’s standards for security (the “security standards”), to enable the Plan Sponsor to receive and use Electronic PHI for Plan administration functions (as defined in 45 CFR § 164.504(a)), the Plan Sponsor agrees to:

- (1) Implement and maintain administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of the Plan.
- (2) Ensure that adequate separation between the Plan and the Plan Sponsor, as required in 45 CFR § 164.504(f)(2)(iii), is supported by reasonable and appropriate Security Measures.
- (3) Ensure that any agent, including any business associate or subcontractor, to whom the Plan Sponsor provides Electronic PHI created, received, maintained or transmitted on behalf of the Plan, agrees to implement reasonable and appropriate Security Measures to protect the Electronic PHI.
- (4) Report to the Plan any Security Incident of which it becomes aware.
- (5) The Plan Sponsor will promptly report to the Plan any breach of unsecured Protected Health Information of which it becomes aware in a manner that will facilitate the Plan’s compliance with the breach reporting requirements of the HITECH Act, based on regulations or other applicable guidance issued by the Department of Health and Human Services.

Any terms not otherwise defined in this section shall have the meanings set forth in the security standards.

GENERAL PLAN INFORMATION

Name of Plan: Eastern Shawnee Tribe of Oklahoma Benefit Plan

**Plan Sponsor:
(Named Fiduciary)** Eastern Shawnee Tribe of Oklahoma
10080 S. Bluejacket Road
Wyandotte, OK 74370
(918) 666-5151, ext.1022

Plan Administrator: Eastern Shawnee Tribe of Oklahoma
10080 S. Bluejacket Road
Wyandotte, OK 74370
(918) 666-5151, ext.1022

Plan Sponsor EIN: 73-1024490

Plan Year: Fiscal Plan Year: February 1 - January 31
Benefit Plan Year: January 1 – December 31

Plan Number: 501

**Meritain Health, Inc. Group
Number:** 16723

Plan Type: Welfare benefit plan providing dental benefits.

Plan Funding: All benefits are paid from the general assets of the Employer.

Contributions: The cost of coverage under the Plan is funded in part by Employer contributions and in part by Employee contributions.

Third Party Administrator: Meritain Health, Inc.
P.O. Box 853921
Richardson, TX 75085-3921
(800) 925-2272

COBRA Administrator: Meritain Health, Inc.
ATTN: COBRA Department
P.O. Box 860093
Minneapolis, MN 55486-0093
Fax: (716) 319-5736

Network(s): Aetna PPO
300 Corporate Parkway
Amherst, NY 14226
(800) 343-3140
www.aetna.com/docfind/custom/mymeritain

**Agent for Service of Legal
Process:** Eastern Shawnee Tribe of Oklahoma
10080 S. Bluejacket Road
Wyandotte, OK 74370
(918) 666-5151, ext.1022

The Plan is a legal entity. Legal notice may be filed with and legal process served upon, the Plan Administrator.