

# Group Dental Care Plan

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**University of South Alabama**

Effective January 1, 2017



# WELCOME!

University of South Alabama (herein called Company) has established the Group Dental Care Plan (herein called Plan) for Employees and their Covered Dependents. University of South Alabama is the Plan Administrator. The Plan Administrator has delegated to Southland Benefit Solutions, LLC claim processing and other administrative services for Plan benefits.

The Plan is self-insured, which means the benefits are paid from a trust funded by Company and Employee contributions rather than from insurance.

The Plan shall remain in force until terminated by the Company. Although the Company fully intends to continue this Plan indefinitely, the Company reserves the right to modify, change, revise, amend or terminate the Plan at any time. Please be sure to read this entire booklet which is a brief description summarizing the conditions, limitations, and exclusions of your dental benefits under the Plan.

If you have any questions which the Plan Administrator cannot answer, please call Southland's customer service department at (800) 476-3010.

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## SECTION I: SUMMARY OF DENTAL BENEFITS

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Employees and Dependents participating in the Plan are eligible for Covered Dental Services under the Plan. Outlined below is a summary of the Plan benefits. The Plan pays the indicated percentages of the Maximum Allowable Charges (MAC) for these and other Covered Dental Services described in this Summary Plan Description (SPD).

Calendar Year Maximum Benefit	\$1,000 per member
Deductible (does not apply to Type 1)	\$25 per member, \$75 maximum per family
Eligible Class	All full-time employees
Eligibility Waiting Period for New Hires	1 <sup>st</sup> day of month after all eligibility requirements are met
Type I – Preventive and Diagnostic Services	100%
• Oral Exams	
• X-Rays FMX & BW	
• Prophylaxis (cleanings)	
• Fluoride Treatments - Child	
• Sealants	
• Space Maintainers	
Type II – Basic Services	80%
• Fillings	
• Simple Extractions	
• Surgical Extractions	
• Endodontics	
• Complex Oral Surgery	
• Anesthesia	
• Diagnostic Casts	
• Palliative Care	
Type III – Major Services	50%
• Single Crowns	
• Inlays/Onlays	
• Bridges	
• Dentures	
• Partial	
• Periodontics	
• Prosthodontic Repairs	

NOTE: If a Covered Person uses the services of a Participating Dentist, that Dentist is entitled to collect from you the difference between the amount of benefits payable by the Plan and the Maximum Allowable Charge. If a Covered Person uses the services of a Non-Participating Dentist, that Dentist is entitled to collect from you the difference between the amount of benefits payable by the Plan and the Dentist's charge.

This page is a summary only. For more detailed information on how your Plan works, please refer to the contents of this booklet.

## SECTION II: DEFINITIONS FOR SUMMARY PLAN DESCRIPTION

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**Allowable Amount:** The lesser of the Maximum Allowable Charge or the amount charged by a dentist.

**Benefit Waiting Period:** The period of time a Covered Person must be continuously covered under this Plan before he or she is eligible for Covered Dental Services.

**Calendar Year Maximum Benefit:** The total amount of Covered Dental Services payable for any Covered Person in each calendar year.

**Change in Family Status:** A change in the status of an Employee's family such as marriage, divorce, death of a spouse or child, birth or adoption of a child, employee's spouse begins or ends employment, employee or employee's spouse changes from part-time to full-time or vice versa, employee or employee's spouse takes an unpaid leave of absence, significant change in the health coverage or cost of the employee's health plan provided through the spouse's employment.

**Coinsurance:** The percentage of Covered Dental Services paid after the deductible has been met.

**Company:** University of South Alabama

**Coordination of Benefits ("COB"):** A method of integrating benefits for Covered Dental Services under more than one plan to prevent duplication.

**Covered Dental Services:** Refers to dental services for which benefits may be payable while covered under the Plan.

**Covered Dependent:** Members of an Employee's immediate family who are Dependents and have become covered under the Plan because of the Employee's election.

**Covered Person(s):** Employee(s) and their Dependent(s) who are covered under the Plan.

**Deductible:** The amount that must be paid by the Member before any benefits are paid by the Plan for Covered Dental Services. The family deductible indicates the number of Covered Persons in your family who must each satisfy an individual Deductible in order to satisfy the family Deductible.

**Dentally Necessary:** The necessary and appropriate dental care for the diagnosis and treatment of dental-

related disease and injured or decayed teeth according to professional standards of practice generally accepted and provided in the community. The fact that a Dentist may prescribe, order, recommend or approve a service or supply does not make it Dentally Necessary.

**Dental Care:** Care or treatment of the teeth or gums.

**Dental Treatment Plan:** The Dentist's report of recommended treatment on a form satisfactory to Southland which itemizes the dental procedures and charges required for the necessary care of the mouth; lists the Usual Charges for each procedure; and is accompanied by supporting x-rays and any other appropriate diagnostic materials as required by Southland .

**Dentist:** A person duly licensed to practice dentistry by the governmental authorities having jurisdiction over the licensing and practice of dentistry in the locality where the service was rendered.

**Dependent:** means someone who is residing in the United States and who is:

- a. Your spouse or lawful domestic partner (of the opposite sex)
- b. A married or unmarried child under age 19;
- c. A married or unmarried young adult age 19 up to 26 who may or may not reside in the home;
- d. An incapacitated child or young adult who is not able to support himself and who depends on you for support, if the incapacity occurred before age of 26.

If the child or young adult is married, the spouse nor the children qualify as dependents on this policy.

The child or young adult may be the employee's natural child; stepchild residing in the household of the eligible employee; legally adopted child; child placed for adoption; or, other married or unmarried child for whom the employee has permanent legal custody and who depends solely on the employee for support and regularly and permanently resides with the employee in a parent-child relationship.

A grandchild is only eligible if he or she meets all of the following guidelines:

- a. under 19 years of age
- b. unmarried;
- c. depends on you for over one-half support;

- d. resides in the same household full time with you in a parent-child relationship; and
- e. is not employed on a regular full-time basis.

If the grandchild is covered under the plan, the grandchild's parent may not be covered by the employee's contract unless the grandchild has been adopted by the grandparents and the parent meets all of the other conditions to be covered as a dependent. A grandchild may continue coverage under the plan up to the age 26 if unmarried and depends upon you for ever one-half support.

In all cases, the child must also qualify as your dependent for purposes of Sections 106 and 106 of the Internal Revenue Code. For more information about this, see Internal Revenue Service Publication 502, which can be obtained over the Internet at [www.irs.gov/publications](http://www.irs.gov/publications).

**Dependent Coverage:** The optional coverage available to each Employee having Dependents.

**Eligibility Waiting Period:** The period of time that an Employee must wait before he or she may be covered under this Plan.

**Employee:** A person directly employed full time in the regular business of, and compensated for services by the Company.

**Employee Coverage:** The optional coverage available to eligible Employees who have elected coverage under the Plan.

**Injury:** Accidental bodily injury that is caused by external, violent means and requires treatment by a Physician.

**Limitation(s):** The maximum frequency or age identified under the sections for Covered Dental Services or Non-Covered Services.

**Maximum(s):** The greatest amount the Plan is obligated to pay for Covered Dental Services during a specified period.

**Maximum Allowable Charge (MAC):** The maximum charge the Plan will pay for Covered Dental Services.

**Member:** An Employee who has elected coverage under the Plan, and each Covered Dependent of that Employee.

**Non-Covered Services:** The dental services which are excluded, limited or otherwise not eligible for benefits under the Plan.

**Non-Participating Dentist:** A dentist licensed to practice dentistry in his/her state who is not a Participating Dentist.

**Participating Dentist:** A Dentist who has executed a written contract with Southland Benefit Solutions, LLC or an affiliate under which he/she agrees to provide Covered Dental Services and accept reimbursement at the Maximum Allowable Charge.

**Participating Dentist Program:** A program where some Dentists have contracted with Southland to furnish certain services for an agreed upon fee schedule to Members entitled to benefits under the Participating Dentist Program.

**Physician:** A licensed doctor of medicine authorized to perform the particular dental service rendered.

**Plan:** University of South Alabama Group Dental Care Plan embedded with VIVA HEALTH.

**Predetermination of Benefits:** The review by the Third Party Administrator of a Dental Treatment Plan to determine the benefits payable for Covered Dental Services under the Plan.

**Primary Plan:** The Plan which pays benefits or provides services first under the Order of Benefit Determination Rules section. The Primary Plan does not reduce its benefits because of duplicate coverage.

**Reasonable and Customary Charges:** A fee level selected by the Third Party Administrator based on the amount standardly charged by most dental offices in the geographic area where the charge for a service is incurred. Geographic area means an area whose size is large enough, as determined by Third Party Administrator, to give an accurate representation of standard charges for that type of service.

**Secondary Plan:** Any Plan which provides coverage for the Covered Person for whom claim is made and which is not a Primary Plan.

**Southland Benefit Solutions, LLC:** The company that provides Third Party Administrative services to the Plan and is responsible for processing claims.

**Subscriber:** The Employee whose application for coverage under the Plan is made and accepted.

**Third Party Administrator:** The Company (Southland Benefit Solutions, LLC) responsible for processing Employee claims and for providing member services.

## **SECTION III: ELIGIBILITY**

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### **Who Is Eligible For This Plan?**

Employees and Dependents as defined in the Definitions section are eligible to join the Plan.

### **How Do I Apply For The Plan?**

Fill out an enrollment form listing all eligible Dependents to be covered and give the enrollment forms to the Plan Administrator. The Plan Administrator will collect all of the enrollment forms and send them to Southland.

### **When Does Employee Coverage Begin?**

Employee coverage begins on the first day of the pay period following any applicable waiting periods and once all eligibility requirements have been met. If you apply within 30 days after you become eligible, the effective date of your coverage will be on the first day of the pay period following your application's acceptance. If you do not apply within 30 days of eligibility, you must wait until the next open enrollment period which is December 1<sup>st</sup> to enroll for coverage.

### **When Does Dependent Coverage Begin?**

Dependent coverage begins on the day Employee coverage begins if the Employee applies for Dependent coverage. A newborn baby's effective date will be the first of the month following his/her birth when added within 30 days of birth. A Dependent added by marriage or adoption is effective on the first of the month following the event if added within 30 days of the event. If you have individual coverage, you must apply for family coverage to add a dependent.

### **When Will Coverage Terminate?**

Employee and Dependent coverage will terminate without notice on the last day of the month in which one of the following events occur:

1. you are no longer a full-time Employee;
2. you fail to make any required contribution;
3. a person ceases to be a Dependent as defined in the Plan;
4. divorce or other termination of marriage occurs;
5. upon discovery of fraud or intentional misrepresentation of a material fact by you or your Company.

## **SECTION IV: COBRA CONTINUATION OF BENEFITS**

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The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that certain employers offer continued coverage to covered individuals whose dental coverage would end due to a qualifying event. The individuals must be allowed to continue the same dental coverage which was in force at the time of a qualifying event. All Plan provisions applicable to the dental coverage elected still apply under continuation.

The individual must elect continuation during an election period and pay the required premium. The individual's dental coverage must have ended due to one of the following qualifying events:

1. death of the Employee;
2. termination of employment with the employer for any reason other than gross misconduct;
3. a reduction in hours;
4. divorce or legal separation from the Employee;
5. entitlement of the Employee to Medicare; or
6. loss of Dependent status by a covered Employee's child.

Items 3. through 6. may be second qualifying events if a Dependent is already on continuation as a result of the Employee's reduction in hours or termination of employment.

An individual who is totally disabled may extend continuation coverage if:

- a. it has been determined the individual is totally disabled for Social Security purposes; and
- b. the individual notifies the Plan Administrator within 60 days of the date the determination is made by the Social Security Administration.

Continuation does not apply to any individual covered under any other employer-sponsored group health plan either as a Employee or Dependent or to any individual entitled to Medicare. Except that an individual other employer-sponsored group health plan may continue coverage.

### **Notification Requirements and Election Period**

In the case of an Employee's reduction in hours, end of employment, death or entitlement to Medicare, the Company must notify the Plan Administrator.

The Employee or Dependent must notify the Plan Administrator within 60 days when dental coverage would end for a Dependent due to divorce, legal separation, or loss of Dependent status for a covered Employee's child. If notification is not received within the 60 day period, COBRA coverage will not be offered to the former Dependent.

Within 14 days of receiving notification of the qualifying event, the Plan Administrator must notify the Employee or Dependent of his or her right to elect continuation.

The covered individual must elect continuation of coverage by the later of:

- a. 60 days after the individual's qualifying event and dental coverage is to end; or
- b. 60 days after the individual receives notification from the Plan Administrator of his or her right of continuation of coverage.

### **End of Continuation Coverage**

Continuation coverage will end on the earliest of the following dates:

1. 18 months from the date continuation coverage began for individuals whose coverage ended because of the Employee's reduction in hours or end of employment;
2. 29 months from the date continuation coverage began for individuals whose coverage was extended due to total disability;
3. 36 months from the date continuation coverage began for individuals whose coverage ended because of the death of the Employee, divorce or legal separation from the Employee, loss of dependent status for a covered Employee's child, or the Employee's entitlement to Medicare;
4. 36 months from the date of the original qualifying event if a second qualifying event occurs;
5. the end of the period for which premium is paid if the individual fails to make a premium payment on the date specified by the Company;
6. the date the individual becomes covered under any other employer-sponsored group dental plan;
7. the date the individual becomes entitled to Medicare; or
8. the date the group dental plan ends.

If continuation coverage terminates because the maximum period of continuation is reached, the Plan Administrator will notify the individual of any right to conversion coverage within 180 days prior to the end of continuation.

### **COBRA Coverage**

COBRA coverage will be the same Plan benefits other similar Members of the Company receive. Your Plan benefits and premiums will change if the

benefits and premiums for the Company change. If your Company terminates coverage with Southland, your COBRA administration by Southland will also terminate the same date. Your Company has complete discretion to change insurers or terminate coverage entirely.

### **Premium Payment**

If you qualify for COBRA coverage, you will be required to pay 102% of the group's premium. Members who are disabled under Title II or Title XVI of the Social Security Act when or during the 60 days following the Employee's termination or reduction in hours occurs will be required to pay 150% of the group's premium for the 19th through the 29th months of coverage. If it is determined that you are no longer disabled under Title II or Title XVI of the Social Security Act, you must give Southland notice and your COBRA coverage will end the month that begins more than 30 days after the date the determination is made. Premiums will be due from the day your regular group coverage ends. You have 45 days to pay the first premium. Each monthly premium must be paid in full within 30 days of the due date.

## **SECTION V: DENTAL BENEFITS AND LIMITATIONS**

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Southland will pay Participating Dentists directly and will pay you for services of Non-Participating Dentists. The Plan will pay benefits for Covered Dental Services incurred by you or your Covered Dependents subject to the Deductible, Calendar Year Maximum, Life Time Maximum, the appropriate waiting periods and the maximum frequencies and other exclusions and limitations for certain services. Additionally, to qualify as Plan benefits, dental services and supplies must be Dentally Necessary and must be furnished when the Plan and your coverage are both in effect and fully paid for by the appropriate parties.

**Type I: Preventive and Diagnostic Dental Services**

<b>Service</b>	<b>Limitation</b>
1) Initial or Periodic Oral Exam	2 per plan year
2) Full mouth x-rays or panoramic film	1 per 36 months
3) Bitewing x-rays (two or four films)	2 per plan year
4) Intraoral periapical x-rays	4 films per 6 months
5) Intraoral occlusal x-rays	2 films per 12 months, to age 5
6) Extraoral x-rays	2 films per 12 months
7) Prophylaxis (Cleaning And Scaling)	2 per plan year
8) Fluoride Treatment	2 per plan year, to age 19
9) Sealants	1 application to an unrestored permanent molar tooth per 36 months for dependent children under age 14
10) Space Maintainers	Dependent children, to age 19

**Type II: Basic Dental Services (Restorative)**

<b>Service</b>	<b>Limitation</b>
1) Amalgam and composite fillings	Replacement fillings will be considered for payment if 12 months have passed since the existing filling was placed
2) Pulpotomy and Pulp cap	
3) Root canal therapy	1 time per tooth per 24 months
4) Pedicle and Tissue grafts	
5) Simple extraction	
6) Surgical extraction	
7) Complex oral surgery	
8) Anesthesia	When administered in the Dentist's office or outpatient surgical center in conjunction with complex oral surgical services

**Type III: Major Dental Services**

<b>Service</b>	<b>Limitation</b>
1) Single crowns	Covered only when the tooth cannot be restored by an amalgam or composite filling; covered only if more than 5 years have elapsed since last placement
2) Inlays and onlays:	Covered only when the tooth cannot be restored by an amalgam or composite filling; covered only if more than 5 years have elapsed since last placement
3) Stainless steel crowns	1 per 36 month period for teeth not restorable by an amalgam or composite filling for Dependents
4) Full dentures	1 time per arch unless 5 years have elapsed since last

Service	Limitation
	replacement; and the denture cannot be made serviceable
5) Partial dentures	1 per arch unless 5 years have elapsed since last replacement; and the partial denture cannot be made serviceable
6) Each additional clasp and rest	
7) Relining dentures	Relining done more than 12 months after the insertion of the denture
8) Denture adjustments	1 time in any 12 month period; and adjustments made more than 12 months after the insertion of the denture
9) Recementing inlays, crowns and bridges	Limited to repairs or adjustments performed more than 12 months after the initial insertion
10) Tissue conditioning	
11) Repairs to full or partial dentures, bridges, crowns and inlays	Repairs or adjustments performed more than 12 months after the initial insertion
12) Fixed bridges	Replacement of existing fixed bridge is payable if the existing bridge is more than 5 years old; cannot be made serviceable
13) Periodontal scaling and root planning	1 per quad per 24 months
14) Periodontal Maintenance Procedure (following active treatment)	1 prophy or perio maintenance, every 3 mos.
15) Periodontal surgery	1 per quad per 36 months
16) Osseous grafts, guided tissue	1 time per quad per 36 months

## SECTION VI: NON-COVERED SERVICES

### Denture or Bridge Replacement/Addition

The Plan will not pay for the replacement of a full denture, partial denture, and fixed bridge or for teeth added to a partial denture unless:

1. 5 years have elapsed since last replacement of the denture or bridge; and
2. the denture or bridge cannot be made serviceable; or,
3. the denture or bridge was damaged while in the Covered Person's mouth when an Injury was suffered while covered under this Plan, and it cannot be made serviceable.

### General Exclusions

Benefits will not be payable under the Plan for any of the following:

1. treatment which: a) is not included in the list of Covered Dental Services; b) is not Dentally Necessary; c) is experimental in nature; or, d) does not have uniform professional endorsement.
2. appliances, inlays, cast restorations, crowns, or other laboratory prepared restorations used primarily for the purpose of splinting.
3. replacement of a lost or stolen Appliance or Prosthesis.
4. educational procedures, including but not limited to oral hygiene, plaque control or dietary instructions.
5. completion of claim forms or missed dental appointments.
6. personal supplies or equipment, including but not limited to water driven or rotary teeth cleaning devices, toothbrushes, or floss holders.
7. services or supplies provided by a Dentist, Dental Hygienist, denturist or doctor who is: a) a Close Relative or a person who ordinarily resides with You or a Dependent; b) an Employee of the Employer; c) the Employer.
8. hospital or facility charges for room, supplies or emergency room expenses; or routine chest x-rays and medical exams prior to oral surgery.
9. services and supplies obtained while outside the United States, except for Emergency Dental Care. The maximum benefit payable to any person during a calendar year for Covered Dental Services related to Emergency dental care outside the United States is \$100.

10. services or supplies resulting from or in the course of your or a Dependent's regular occupation for pay or profit for which you or your Dependent are entitled to benefits under any Workers' Compensation Law, Employer's Liability Law or similar law. You must promptly claim and notify the Company of such benefits.
11. charges are payable or reimbursable by or through a plan or program of any governmental agency, except if the charge is related to a non-military service disability and treatment is provided by a governmental agency of the United States. However, the Company will always reimburse any state or local medical assistance (Medicaid) agency for Covered Dental Services and Supplies.
12. charges are not imposed against the person or for which the person is not liable.
13. services and supplies provided primarily for cosmetic purposes.
14. services and supplies which may not reasonably be expected to successfully correct the Covered Person's dental condition for a period of at least three years, as determined by Southland .
15. athletic mouthguards, denture duplication; infection control; separate charges for acid etch; treatment of jaw fractures; orthognathic surgery; exams required by a third party; travel time; transportation costs; professional advice given on the phone.
16. services or supplies received as a result of disease, defect, or injury due to war or an act of war (declared or undeclared), taking part in a riot or insurrection, or committing or attempting to commit an assault or felony.
17. services rendered through a clinic or similar facility or unit provided or maintained by the Employer (or the Employer of your spouse, if different).
18. services, procedures, or supplies for which a charge would not have been made in the absence of this Plan.
19. procedures, services or supplies for which the Covered Person does not have to pay, except when payment of such benefits is required by law and then only to the extent required by law.
20. any procedure, service or supply which has not been both delivered to and accepted by the patient.
21. services and supplies related to the change of vertical dimension, restoration or maintenance of occlusion, splinting and stabilizing teeth for periodontal reasons, bite registration, bite analysis, attrition, erosion or abrasion, and treatment for myofascial pain disorders (MPD) or temporomandibular joint dysfunction (TMJ).
22. treatment for a jaw fracture.
23. dental services you receive before your or your dependents effective date of coverage, or after effective date of termination.
24. services and charges for implants.
25. dental services to the extent coverage is available to the member under any other Southland contract.
26. services or expenses of any kind either (a) for which a claim submitted for a member in the form prescribed by Southland has not been received by Southland, or (b) for which a claim is received by Southland later than 12 months after the date services were performed.
27. services or expenses for which a claim is not properly submitted.
28. services or expenses for intraoral delivery of or treatment by chemotherapeutic agents.

## **SECTION VII: PARTICIPATING DENTIST PROGRAM**

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Southland has contracted with area Dentists who have agreed to a set schedule of fees called Maximum Allowable Charges (MAC) for dental services. The MAC fee is typically lower than what Participating Dentists normally charge. Participating Dentists have agreed to accept the MAC fees as payment in full for Covered Dental Charges thereby saving you money when seeking treatment from a Participating Dentist. You will have no further financial responsibility for these charges, except for any applicable Deductible and Coinsurance amounts that may apply.

Charges are payable under the Plan for services and supplies given by both Participating and Non-Participating Dentists. If services or supplies are received from Non-Participating Dentists, the Plan will reimburse Covered Dental Services at the Maximum Allowable Charge (MAC) fee, after you have satisfied any applicable Deductible or Coinsurance amounts that may apply. If the Non-Participating Dentist's charges are higher than the MAC fee, you may be billed by the Non-Participating Dentist for the additional charges.

In order to determine if someone is a Participating Dentist, contact your Plan Administrator; ask the Dentist if he/she is participating; or call Southland 's member services department at 800-476-3010.

## **SECTION VIII: COORDINATION OF BENEFITS**

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Coordination of Benefits (COB) means that the benefits provided by this Plan will be coordinated

with the benefits provided by any other plans which provide coverage for the Covered Person for whom claim is made. The dental Plan is offered to help pay dental bills. It is not, however, intended for you to receive benefits greater than the total amount of your bills, if you or your family members have dental coverage under more than one dental plan. If this Plan is a Secondary Plan, it will not pay more than if it had been primary.

**COB Applies To The Following Type Of Plans:**

1. group, blanket or franchise insurance;
2. group hospital, dental service organizations, medical service plan, such as Blue Cross Blue Shield;
3. a labor management trustee plan, union welfare plan, employer or employee benefit plan, or any other arrangement of benefits for individuals or a group;
4. any coverage under government programs or coverage required or provided by law (except Medicaid), automobile insurance or any medical payments coverage under any homeowners, premises and other related policies. This Plan is always a Secondary Plan to benefits provided under any mandatory No-Fault Auto Insurance Act in the state in which the insured individual resides.

**Order Of Benefit Determination**

The order in which the Plan will pay is as follows:

1. any plan which does not have a COB or similar provision will pay its benefit first.
2. all plans which have a COB or similar provision will pay benefits in the order determined by the following rules:
  - a. a plan which covers the individual as an employee will be considered before a plan which covers the individual as a dependent.
  - b. for dependent children, the plan which pays first is determined by the parents' birthdays. The plan which covers the parent whose month and day of birth occurs earlier in the calendar year will be considered first. If both parents have the same birthday, the plan covering the parent for the longest period of time will be considered first. If a plan which is being considered for COB does not have a birthday rule for dependent children, then the COB rules in the other plan will be used and this rule will not apply.

NOTE: The following exception applies to rule "b" in the case of a Dependent child whose natural parents are divorced or legally separated, the order in which the Plan will pay benefits is the one which covers that child as a Dependent of:

- (1) the parent with financial responsibility for the medical, dental or other health care expenses by court decree;
- (2) the parent with custody;
- (3) the step-parent, if the parent with custody remarries;
- (4) the parent without custody.

- c. if the above rules do not establish an Order of Benefit Determination (such as when two plans cover the individual as an employee/subscriber), the plan which has covered the individual for the longest continuous period of time will be considered first.

**Operation of COB**

In order to make this COB provision work properly:

1. upon request, the Covered Person is required to furnish to the Plan Administrator complete information concerning all plans which cover the individual for whom claim is made.
2. as permitted by law, the Plan Administrator may, without the Covered Person's consent, obtain information from all plans which may cover the individual; and release to such other plans any information it has with respect to any individual.
3. if payments which should have been made by the Plan have been made under any other plans, the Plan may reimburse such other plans to the extent necessary to make this provision work. Any such payment will be a benefit paid under this Plan.
4. if the Plan has paid benefits which result in excess payment, the Plan has the right to recover such excess payment from any person; any other insurance company or administrator; or any other organization to or for or with respect to whom such payments were made.

**SECTION IX:  
SUBROGATION**

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You may incur expenses for treatment of disease or injury for which some other person or party is liable (for example, due to an auto accident). Subrogation is the substituting of one party for another who has a legal claim against a third party. Under this Plan, the Plan Administrator has subrogated rights to receive the cost of dental treatment for you and your covered Dependents if the illness or injury was caused by a third party.

In this case, if you file a claim for these expenses under this Plan, the Plan Administrator will be subrogated to all rights of recovery which you or your Dependent have--whether in contract, tort (civil

wrong) or any other reason.

You are required to provide the Plan Administrator with any information it may need to carry out its subrogated rights. Failure to cooperate in supplying the Plan Administrator with necessary information could result in denial of Plan benefits.

## **SECTION X: CLAIMS AND APPEALS**

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### **Filing a Claim**

Southland must receive a properly filed claim from you or your Dentist in order for you to obtain benefits. Most Dentists file claims for you. If your services are provided outside of Alabama or are for Major Medical claims, you may have to file the claim yourself. If you do not have a claim form, simply call Southland's customer service department at (800) 476-3010 and request a claim form. Complete the claim form, attach an itemized bill and send it to Southland Benefit Solutions, LLC, P.O. Box 1250, Tuscaloosa, AL 35403.

When filing your claim, you must submit proof of each charge so it is extremely important that you secure copies of bills for all charges. All bills should be itemized and must show the 1) name of patient, 2) date of treatment, 3) kind of treatment, and 4) amount of charge.

If the claim does not have the required information, the claim will be returned, with a note indicating what information is lacking. Once a properly completed claim is received, you will receive a written decision, the amount paid and, if any part is denied, and the reason for the denial.

### **Pre-determination of Benefits**

If a course of treatment is expected to involve Covered Services of \$500.00 or more, a Dental Treatment Plan describing the proposed course of treatments and an estimate of the charges should be filed with Southland prior to services being rendered.

Southland will notify the Dentist of the benefits payable based on such course of treatment. In determining the amount of benefits payable, consideration will be given to alternate procedures, services or course of treatment that may be performed for the dental conditions concerned in order to accomplish the desired results. When it is determined that several methods of treatment exist to treat a particular problem, then benefits will be paid based on the least costly scheduled amount so long as the result meets generally acceptable dental standards. Unless prior written consent is received

from Southland, dental benefits are limited to the least costly procedure.

### **When Benefits Are Payable**

Southland will pay benefits promptly upon receipt of proof of loss.

### **When a Claim Must be Filed to Receive Benefits**

Written notice of loss must be given to Southland within 90 days following the date of loss. However, your claim will still be considered if it was not reasonably possible to furnish proof within the time required and that the proof was furnished as soon as reasonably possible. Claims must be submitted and received by Southland within 12 months after the service takes place to be eligible for benefits.

### **Who Receives Benefits?**

Some of the contracts with Participating Dentists may require benefit payment directly to the Dentist; with other claims, Southland may choose whether to pay you or the Dentist. If you or the Dentist owes the Plan money, the Plan Administrator may deduct the amount owed from the benefit paid. When the Plan Administrator pays or deducts the amount owed from you or the Dentist, this completes the Company's obligation to you under the Plan. The Plan Administrator need not honor an assignment of your claim to anyone. Upon your death or incompetence, or if you are a minor, the Plan Administrator may pay your estate, your guardian or any relative it believes is due to be paid. This, too, completes the Plan's obligation to you.

### **Third Party Administrators Responsibilities**

All claims under the Plan are to be filed with Southland Benefit Solutions, LLC. Southland will examine, process and pay all claims which are determined to be payable under the terms of the Plan. No claim for benefits which are clearly outside the coverage of the Plan or in excess of the dollar limitations stated therein shall be considered to be a claim under the Plan.

Southland reserves the right at their discretion to accept or to require verification of any alleged fact or assertion pertaining to any claim for Covered Dental Services. As part of the basis for determining benefits payable, Southland may require submission of x-rays and other appropriate diagnostic and evaluative materials. When these materials are unavailable, and to the extent that verification of Covered Dental Services cannot reasonably be made based on the information available, benefits for the course of treatment may be for a lesser amount than which otherwise would have been payable.

### **Your Right to Review and Grievances**

Your satisfaction is highly important and any complaints will be handled quickly. Complaints should be lodged with Southland's customer service representatives by calling (800) 476-3010. Southland will research the issue and notify you of the results. If you are still not satisfied, you can have further review through the grievance process.

### **Appeal of a Denied Claim or Any Other Grievance**

In the event you submit a claim, and it is denied, in whole or in part, you will be sent an explanation of benefits which will provide a reason of why the claim was denied. If you feel your claim has been denied improperly, you may request a review of the denied claim in writing within 60 days of receipt of the denial notice. Your written request for review should include your 1) full name; 2) contract number; 3) claim number; and 4) reasons why you feel your claim should not have been denied. Also include any comments and additional documents which you feel support your claim.

The information you provide will be reviewed and a final decision will be rendered. You will receive a written response indicating the reason for the final decision within 60 days of the date your request for review is received. In special cases requiring delay, you will receive a written response indicating the reason for the final decision no later than 120 days after your request for review is received.

Appeals should be sent to Southland Benefit Solutions, LLC, P. O. Box 1250, Tuscaloosa, AL 35403.

### **Correcting Payments**

While Southland tries to pay all claims quickly and correctly, mistakes will be made. If they pay you or a Dentist in error, the payee must repay Southland. If he/she does not, Southland may deduct the amount paid in error from any future amount paid to you or the Dentist. If Southland deducts it from an amount paid to you, it will show in your Claim Report.

## **SECTION XI: PLAN PROVISIONS**

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### **Name of Plan**

University of South Alabama Group Dental Care Plan embedded with VIVA HEALTH.

### **Plan Sponsor and Plan Administrator**

The Plan Sponsor and Plan Administrator is University of South Alabama whose address is 650 Clinic Dr., TRP Bldg III, Ste 2200, Mobile, AL 36688.

### **Third Party Administrator**

The Third Party Administrator responsible for processing claims is Southland Benefit Solutions, LLC whose address is P. O. Box 1250, Tuscaloosa, AL, 35403 and whose telephone number is (800) 476-3010.

### **Plan Identification Numbers**

The Plan number assigned to this Plan by the Plan Sponsor is 3050.

### **Plan Type**

The Plan is a dental care benefit plan.

### **Type of Administration**

The Administrator of the Plan shall have the full power to control and manage all aspects of the Plan in accordance with its terms and all applicable laws. The Administrator may allocate or delegate its responsibilities for the administration of the Plan to others and employ others to carry out or render advice with respect to its responsibilities under the Plan.

### **Plan Year**

The records of the dental plan are maintained on the basis of a policy year which begins on January 1st and ends on the following December 31st.

### **Plan Modifications or Termination**

The Company fully intends to continue this Plan indefinitely. However, the Company reserves the right to modify, change, revise, amend or terminate the Plan at any time.

### **Source and Determination of Contributions**

This is a Company-Employee shared cost Plan. The sources of the contributions to this Plan are currently the Company and the Employee in relative amounts as described in writing by the Company and considered to be a part of this contract. While the Company may change its level of contribution at any time, the Company must always contribute at least a portion of your premiums. Any information concerning what is to be paid by the Employee in the future will be furnished by the Company in writing and will constitute a part of this Plan.

The method by which the contribution is calculated is that Southland will determine the Company's

experience and other factors and the Company will notify the employee of the new rate of contribution.

### **Summary of Benefits**

The benefits available as well as the procedures for presenting claims for benefits and for the redress of claims denied under the Plan are summarized in this booklet. Copies of this Summary Plan Description are available without cost to any current participant or any individual who elects to participate in the Plan.

### **Salary Reduction**

Each eligible Employee may elect to reduce his compensation during a Plan Year in such amount as is required to cover the amount of any required contribution toward cost of the Plan. The amount of the salary reduction agreed to shall be adjusted automatically in the event of a change in such cost during the Plan Year.

### **Maximum Employer Contribution**

The maximum amount of Company contributions under the Plan for any Covered Person is the cost of the Plan for the Covered Person less salary reduction contributions.

### **Duration of Election**

An Employee's election to participate in the Plan through salary reduction shall continue for so long as he/she remains eligible to participate unless revoked by the Employee. An Employee may not revoke his/her election to participate in the Plan through salary reduction after the commencement of any Plan Year except as provided in the next paragraph "Change in Family Status" without the effect of making all salary reduction amounts during that Plan Year includable in the Employee's gross taxable income.

### **Change in Family Status**

An Employee who has a change in family status during a Plan Year may revoke his election to participate in the Plan through salary reduction for the balance of the Plan Year and make a new election (i.e., change the salary reduction amount), but only if both the revocation and the new election are on account of and consistent with a change in family status. A change in family status for this purpose includes: marriage, divorce, death of spouse or child, birth or adoption of a child, termination of employment of a spouse and such other events which Company determines will constitute a change in family status under the regulations and rulings of the Internal Revenue Service.

### **Responsibility for Dentists**

Southland and the Company are not responsible for what Dentists do or fail to do. If they refuse to treat you or give you poor or dangerous care, the Plan has no responsibility. Southland and the Company need not do anything to enable them to treat you.

### **Misrepresentation**

If you make any material misrepresentation in applying for coverage, when the Plan Administrator learns of this it may terminate your coverage back to your effective date. Southland and the Company need not even refund any payment for your coverage. If your application is materially misrepresented, it will be as though your coverage never took effect, and Southland and the Company need not even refund any payment for any Member.

### **Respecting Your Privacy**

To administer this plan Southland and the Company need your medical information from physicians, hospitals and others. Southland and the Company need records from dental care providers and other plan administrators to decide if your claim should be paid or denied or whether other parties are legally responsible for some or all of your expenses. By applying for coverage and participating in this plan, you authorize Southland and the Company to obtain, use and release all records about you and your Dependents that are needed in order to administer this Plan. If you, or any Dentist, refuse to provide records, information or evidence requested within reason, Southland and the Company may deny any more payments to the one refusing. Southland and the Company will strive to keep this information confidential and release it only to others who have a legitimate need for the information. Southland and the Company will not be liable for uses of the information which they have not authorized.

### **Multiple Coverage**

If you are covered both by this contract and by a non-group contract we issue, you will be entitled to benefits only under the one that provides the most coverage for you.

### **Applicable Law**

The federal ERISA law governs this Plan. If any state law applies, the law of Alabama governs.

## **SECTION XII: STATEMENT OF ERISA RIGHTS & PROTECTIONS**

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As a participant in this Plan, you are entitled to certain rights and protections under the Employees Retirement Income Security Act of 1974 (ERISA).

ERISA provides that all participants shall be entitled to:

- Examine, without charge at the Plan Administrator's office and at other locations, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. 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 participant with a copy of this summary report upon written request within 30 days after the written request is received.

In addition to creating rights of Plan Participants, 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 Plan Participants and beneficiaries. No one, including the Company, or any other person, 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. If your claim for a welfare benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the 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. If it should happen that the Plan fiduciaries misused the Dental Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay courts 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, if it finds your claim is frivolous, for example.

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, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

## **SECTION XIII: DEFINITIONS FOR COMMON DENTAL TERMS**

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**Abutment** -- A terminal tooth or root that retains or supports a fixed bridge or a removable prosthesis.

**Acid Etch** -- The etching of a tooth with a mild acid to aid in the retention of composite filling material.

**Acrylic** -- Plastic materials used in the fabrication of dentures and crowns and occasionally as a restorative filling material.

**Amalgam** -- A metal alloy usually consisting of silver, tin, zinc and copper combined with liquid pure mercury and used as restorative materials in operative dentistry.

**Anesthesia-General** -- The condition produced by the administration of specific agents to render the patient completely unconscious and without pain sensation.

**Anesthesia-Local** -- The condition produced by the administration of specific agents to achieve the loss of pain sensation in a specific location or area of the body.

**Appliance** -- A device used to provide function, therapeutic effect, space maintenance, or as an application of force to teeth to provide movement, or growth changes as in Orthodontics.

**Bitewing** -- A type of dental x-ray film that has a central tab or wing upon which the teeth close firmly to hold the film in position. Normally called decay detecting x-rays because they show decay better than other x-rays.

**Bonding** -- Protective plastic coating which can strengthen and enhance the appearance of a tooth, sometimes indicated as a temporary restoration for fractured or discolored front teeth.

**Bridgework or Prosthetic Appliances-Fixed** -- Pontics or replacement teeth retained with crowns or inlays cemented to the natural teeth, which are used as abutments. Fixed-Removable: One which the dentist can remove but the patient cannot.

**Removable:** A partial denture retained by attachments, normally clasps, that permit removal of the denture.

**Caries** -- Tooth decay, a disease of progressive destruction of the teeth from bacterially produced acids.

**Composite** -- Tooth colored filling materials primarily used in the anterior teeth.

**Crown** -- A natural crown is the portion of a tooth covered by enamel. An artificial crown (cap) restores the anatomy, function and esthetics of the natural crown.

**Dental Hygienist** -- A person who has been trained to clean teeth, and provide additional services and information on the prevention of oral disease.

**Denture** -- An artificial substitute for natural teeth and adjacent tissues. The term usually refers to full or partial dentures but actually means any substitute for missing natural teeth.

**Endodontic Therapy** -- Treatment of diseases of the pulp chambers and root canals of natural teeth.

**Fluoride** -- A solution of fluorine applied topically to the teeth for the purpose of preventing dental decay.

**Gingiva** -- The gum tissue adjacent to the teeth.

**Impaction** -- An unerupted or partially erupted tooth that is positioned against another tooth, bone or soft tissue so that complete eruption (emergence beyond the gum line) is unlikely.

**Implant** -- A device surgically inserted into or onto the jaw bone. It may support a crown or crowns, partial denture, complete dentures or may be used as an abutment to fixed bridge.

**Impression** -- A negative reproduction of the given area. It is made in order to produce a positive form or case of the recorded teeth and/or soft tissue of the mouth.

**Inlay** -- A cast precious metal filling designed to restore and strengthen a tooth.

**Malocclusion** -- An abnormal contact and/or position of the opposing teeth when brought together.

**Molars** -- The largest teeth in back of the mouth, which are used for crushing and grinding food.

**Occlusion** -- The contact relationship of the upper and lower teeth when they are brought together.

**Onlay** -- A restoration made outside the oral cavity that replaces a cusp or cusps of the tooth, which is then cemented to the tooth.

**Orthodontics** -- The branch of dentistry primarily concerned with detection, prevention and correction of abnormalities in the positioning of the teeth in their relationship to the jaws.

**Palliative** -- An action that relieves pain, but does not cure.

**Partial Denture** -- A prosthesis replacing one or more, but less than all, of the natural teeth and associated structures; may be removable or fixed, one side or two sides.

**Pedodontics** -- The specialty of children's dentistry.

**Periodontics** -- The examination, diagnosis, and treatment of diseases affecting the supporting structures of the teeth, that is the gum and bone tissue.

**Plaque** -- A sticky, colorless film of bacteria that forms on teeth. This bacteria will convert sugar to acid that decays teeth and inflames the gum, causing disease.

**Pontic** -- The part of a fixed bridge suspended between abutments which replaces a missing tooth or teeth.

**Post** -- A metal root/insert usually made after root canal therapy to strengthen the tooth prior to making a crown.

**Prophylaxis** -- The cleaning of the teeth and removal of tartar and stains from the teeth.

**Pulp** -- The soft tissue found in the hollow chambers of the crowns and in the root canals of teeth.

**Rebase** -- A process of refitting a denture by the replacement of the entire denture base material without changing the occlusal relations of the teeth.

**Reline** -- To resurface the tissue-borne areas of a denture with new material.

**Restoration** -- A broad term applied to any inlay, crown, bridge, partial denture or complete denture that restores or replaces the loss of tooth structure, teeth or oral tissue.

**Root Canal Therapy** -- The complete removal of the pulp tissue of a tooth, sterilization of the pulp chamber and root canals, and filling these spaces with a sealing material.

**Scaling** -- The removal of calculus (tartar) and stains from teeth with special instruments.

**Sealant** -- A resinous agent applied to the grooves and pits of teeth to reduce decay.

**Splinting** -- Stabilizing or immobilizing teeth to gain strength and/or facilitate healing.



*Southland Benefit  
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