Combined Evidence of Coverage and Disclosure Form

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INTRODUCTION

Delta Dental is p leased to welcome you to the group dental plan for Skidmore College . Our goal is to provide you with the highest quality dental care and to help you maintain good dental health. We encourage you not to wait until you have a problem to see t he dentist, but to see him/her on a regular basis.

Using This Evidence of Coverage

Delta Dental
One Delta Drive
Mechanicsburg, PA 17055

Ref errals to Specialists

Your dentist may refer you to another dentist for a consultation or specialized treatment or you may elect to see a specialist on your own. If this is done, be sure that the dentist you are referred to is a participating dentist. Y ou can do this by simply asking the specialist when you make your appointment. Visiting a dentist who has agreed to participate in the Delta Dental network can save you money, time, and the hassle of paperwork. Remember, if the dentist is not a participating dentist, you may be required to pay all of the treatment cost at the time of service and submit a claim to Delta Dental for reimbursement.

Locating a Delta Dental Participating Dentist

There are several ways in which you can locate a participating d entist near you:

You may access information about the plan through our web site at www.deltadentalins.com . This

The information in the following chart applies to services provided by Delta Dental Premier dentists and Non -participating dentists only.

Benefit Summary Chart

Payment for Services — Delta Dental PPO Dentist

Payment for covered services performed for you by a PPO dentist is calculated based on the PPO maximum plan allowance. PPO dentists have agreed to accept a PPO maximum plan allowance as the full charge for covered services.

Delta Dental calculates its share of the maximum plan allowance, or the dentist's submitted fee, whichever is less, ("Delta Dental Payment") using the applicable percentage from the Benefit Summary Chart and sends it directly to the PPO dentist who has submitted the claim. Delta Dental advises you of any charges not payable by Delta Dental for which you are responsible ("Patient Payment"). These charges are generally your share of the maximum plan allowance or submitted fee (copayment), the deductible, charges where the maximum benefit has been exceeded, and/or charges for non-covered services.

Example (assuming this is a procedure that is covered at a 50%/50% copayment level, the maximum benefit has not been exceeded and the deductible has been met):

Submitted Amount (Dentist Fee)	= $100
PPO Maximum Plan Allowance	= $70
PPO Allowed Amount	= $70
Co-payment (50% of PPO Allowed Amount)	= $35
Delta Dental Payment	= $35
Enrollee Payment	= $35

Payment for Services — Delta Dental Premier Dentist

A Delta Dental Premier dentist is a participating dentist, but is not a Delta Dental PPO dentist. Premier dentists have not agreed to accept a PPO maximum plan allowance as full payment for services, but instead have agreed to accept a Premier maximum plan allowance. Payment for covered services performed for you by a Premier dentist is calculated based on the Premier allowed amount, which is the lesser of the dentist's submitted fee or the Premier maximum plan allowance.

The portion of the Premier allowed amount payable by Delta Dental ("Delta Dental's Payment") is limited to the applicable percentage shown in the Benefit Summary Chart. Delta Dental's Payment is sent directly to the Premier dentist who submitted the claim. Delta Dental advises you of any charges

Payment for Services — Non-participating Dentist

Payment for services performed for you by a Non-participating Dentist is also calculated by Delta Dental based on the Non-participating Dentist Allowed Amount, which is the lesser of the dentist's submitted fee or the Non-participating Dentist Maximum Plan Allowance. The portion of the Non-participating Dentist Allowed Amount payable by Delta Dental ("Delta Dental's Payment") is limited to the applicable percentage shown in the Benefit Summary Chart.

However, when dental services are received from a Non-participating Dentist, Delta Dental's Payment is sent directly to the primary enrollee. You are responsible for payment of the Non-participating Dentist's total fee. Non-participating Dentists will bill you for their normal charges, which may be higher than the Non-participating Dentist Allowed Amount for the service. You may be required to pay the dentist yourself and then submit a claim to Delta Dental for reimbursement. Since the Delta Dental Payment for services you receive may be less than the Non-participating Dentist's actual charges, your out-of-pocket cost may be significantly higher.

Example (assuming this is a procedure that is covered at a 50%/50% copayment level, the maximum benefit has not been exceeded and the deductible has been met):

Submitted Amount (Dentist Fee)	= $100
Non-participating Dentist Maximum Plan Allowance	= $80
Non-participating Dentist Allowed Amount	= $80
Co-payment (50% of Non-participating Dentist Allowed Amount)	= $40
Delta Dental Payment	= $40
Enrollee Payment	= $60

Note: The enrollee balance of $60 is the sum of the enrollee copayment (50% of the Non-participating Dentist Maximum Plan Allowance of $80, which is $40) and the difference between the Non-participating Dentist Allowed Amount and the Submitted Amount, which is $20.

How to Submit a Claim

Delta Dental does not require any special claim forms. Most dental offices have standard claim forms available. Participating dentists will fill out and submit your claims paperwork for you. Some Non-participating Dentists may also provide this service upon your request. If you receive servng4.1 (ce)-11.6 (9 (l)4.8 (a)7.7

4. The program covering th e enrollee as an employee or as a dependent of an employee will determine its benefits before one that covers the enrollee as a laid -off or retired employee or as the dependent of such person. If the other plan does not have a rule concerning laid -off or retired employees, and as a result each plan determines its benefits after the other, then this paragraph will not apply.

5. If the other program does not have a rule establishing the same order of determining liability for benefits or is one which is "ex cess" or always "secondary," Delta Dental will determine its benefits first. If such determination indicates that Delta Dental should not have been the first program to determine its benefits, Delta Dental will be considered as not the first to determine its benefits.

6. In situations not described in items 1 through 5, the program under which the enrollee has been enrolled for the longest period of time will determine its benefits first.

When Delta Dental is the first to determine its benefits, benefits will be paid without regard to coverage under any other program. When Delta Dental is not the first to determine its benefits, and there are remaining expenses of the type allowable under this program, Delta Dental will pay only the amount by which its b enefits under this plan exceed the amount of benefits payable under the other program or the amount of such remaining expenses, whichever is less.

ELIGIBILITY AND ENROLLMENT

Eligibility Requirement

You will become eligible to receive benefits on the dat e stated in the contract after completing any eligibility periods required by the group. Under this dental plan, the eligibility requirement for new hires is the 1st of the month following 30 days of employment . You may enroll for individual and family coverage.

If your dependents are covered, they will be eligible when you are or as soon as they become dependents. Dependents are your:

Spouse.

Married or u nmarried children and/or dependent grandchildren until the day of their 26th birthday. Such children include: (a) your biological child, (b) your legally adopted child (including a

GENERAL PROGRAM

16. Replacemen t of existing restorations for any purpose other than restoring active carious lesions

Calendar Year: The time period beginning on January 1st and ending on December 31st.

Claim Form: A written or electronically submitted document to request payment for completed dental treatment or to request a pre-treatment estimate for proposed dental treatment. The claim form is also sometimes called an Attending Dentist's Statement.

Company: The employer, union or other organization or group contracting to obtain benefits.

Contract: The written agreement between Delta Dental and Skidmore College to provide dental benefits. The contract, together with this Evidence of Coverage, forms the terms and conditions of benefits available to you under the dental plan.

Contract Year: The 12- month period beginning tgethoiiave tir-3.2 (an)-4.6 (d)3.5 ( )eachy7.8 (ag)aerply-8.6 (e)-4.1-(p-4.6 (d)

Limitations: The number of services allowed, frequency of services allowed, and the most affordable dentally appropriate service.

Maximum Benefit: The total maximum dollar amount Delta Dental will pay toward the cost of covered dental care incurred by an individual enrollee in a given period.

Network: A collective expression for all participating dentists who have contracted with Delta Dental to offer services to enrollees and who have agreed to abide by certain administrative guidelines.

Non-participating Dentist: A dentist who has not contracted with Delta Dental and who is not contractually bound to abide by Delta Dental's administrative guidelines.

Non-participating Dentist Allowed Amount: For covered services, the Non-participating Dentist Allowed Amount under this plan is the lesser of the dentist's submitted fee or the Non-participating Dentist Maximum Plan Allowance. For non-covered services, the Non-participating Dentist Allowed Amount is zero.

Non-participating Dentist Maximum Plan Allowance: The maximum amount payable by Delta Dental for a covered dental service if the enrollee is enrolled in a Delta Dental PPO program. Delta Dental defines the Non-participating Dentist Maximum Plan Allowance for each procedure up to the 90th percentile of FairHealth as published in the FH™ Benchmarks. The enrollee's financial obligation beyond the Non

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APPENDIX A

(1) Denial of payment based upon lack of coverage of benefit under the Contract or Enrollee's eligibility status i.e., claim benefit determinations that are not considered Utilization Review under Article 49 of the New York Insurance Law.

If a post-service claim[1] is denied in whole or in part, Delta Dental shall notify the Enrollee and the attending dentist of the denial in writing within thirty (30) days after the claim is filed, unless special circumstances require an extension of time, not exceeding fifteen (15) days, for processing. If there is an extension, the Enrollee and the attending dentist shall be notified of the extension and the reason for the extension within the original thirty (30) day period. If an extension is necessary due to cause either the Enrollee or the attending dentist did

The review shall be conducted on behalf of Delta Dental by a person who is neither the individual who made the claim denial that is the subject of the review, nor the subordinate

III. Distribution of Information to Enrollees/Attending Dentists Upon Entry of Adverse Determination

A. Content of Notification of Adverse Determinations (See Exhibit A, attached hereto). A notice of an initial Adverse Determination will include:

1. The specific reason or reasons for the Adverse Determination including the clinical rationale, if any;

2. Reference to the specific plan provisions on which the Adverse Determination is based;

3. Instructions on how to initiate standard and expedited appeals including a description of the Delta Dental internal review procedures and the time limits applicable to such procedures and a statement of the Enrollee's right to bring a civil action under Section 502(a) of ERISA upon

10. A statement that the Enrollee is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;

11. A statement that when the Enrollee completes the second level of Delta Dental's Internal Appeals Procedure, the Enrollee will then have a right to bring an action under Section 502(a) of ERISA;

12. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the Adverse Determination, a statement that a copy of such will be provided free of charge upon request;

13. If the Adverse Determination is based on a medical necessity or experimental treatment or similar exclusion or limit, a statement that an explanation applying the terms of the plan to the Enrollee's medical circumstances is available upon request;

14. 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 your State insurance regulatory agency."

IV. Cooperation with the External Appeal Agent

Delta Dental will facilitate the prompt completion of External Appeal requests by:

A. Transmitting the Enrollee's dental and treatment records pursuant to an appropriately completed release or release signed by the Enrollee or by a person authorized pursuant to law to consent to health care for the Enrollee and, in the case of dental necessity appeals, transmit the clinical standards used to determine medical necessity for the Health Care Service within three (3) business days of receiving notification regarding the identity and address of the certified External Appeal Agent to which the subject appeal is assigned.

B. Providing information requested by the assigned certified External Appeal Agent as soon as is reasonably possible, but in no event shall Delta Dental take longer than two (2) business days to provide the requested information.

C. Providing the form and instructions, developed jointly by the superintendent and commissioner, for the attending dentist to request an External Appeal in connection with a retrospective adverse utilization review determination under Section 4904 of the Insurance Law, within three (3) business days of an attending dentist's request for a copy of the form.

D. In the event that an Adverse Determination is overturned on External Appeal, or in the event that Delta Dental reverses a denial which is the subject of an External Appeal, Delta Dental shall make payment for the Health Care Service which is the basis of the External Appeal to the Enrollee.

E. No fee will be charged by Delta Dental to an Enrollee for an External Appeal.

If after review, Delta Dental continues to deny the claim, Delta Dental shall notify you and your attending dentist in writing of the decision on the request for review within thirty (30) days of the date the request is received. Delta Dental shall send you and your attending dentist a notice, similar to this notice. If in the opinion of you or your attending dentist, the matter warrants further

EXHIBIT B

NOTICE OF FINAL ADVERSE DETERMINATION

This Notice is to inform you that upon review of your request for appeal of the Adverse Determination of your claim for benefits, Delta Dental continues to deny your claim. Attached are copies of the following: (1) a copy of the standard description of and instructions for initiating New York's External Appeal process; and (2) an application form for requesting an External Appeal. Upon completion of the second level of Delta Dentals Internal Appeals Procedure, you will then have a right to bring an action under

3. Basis and clinical rationale for the denial:

_____
_____
_____
_____

4. Specific criteria and standards, including interpretive guidelines on which the decision was based:

_____
_____
_____
_____

5. Plan provisions upon which the determination is based:

_____
_____
_____
_____

6. The following is the name, business address, and business telephone number of the Delta Dental representative who has responsibility for Delta Dental's Internal Appeals Procedure:

_____
_____
_____
_____

7. The following is the name, business address, and business telephone number of the Utilization Review Agent, if different from the answer provided in number 6, above:

_____
_____
_____
_____

By: _____
Title: _____
Date: _____

HIPAA Notice of Privacy Practices

Confidentiality of your health care information

Some examples of disclosure and use for treatment, payment or operations include: processing your claims, collecting enrollment information and premiums, reviewing the quality of health care you receive, providing customer service, resolving your grievances, and sharing payment information with other insurers. Some other examples are:

- Uses and/or disclosures of PHI in facilitating treatment. For example, Delta Dental may use or disclose your PHI to determine eligibility for services requested by your provider.
- Uses and/or disclosures of PHI for payment. For example, Delta Dental may use and disclose your PHI to bill you or your plan sponsor.
- Uses and/or disclosures of PHI for health care operations. For example, Delta Dental may use and disclose your PHI to review the quality of care provided by our network of providers.

Other permitted uses and disclosures without an authorization

We are permitted to disclose your PHI upon your request or to your authorized personal representative (with certain exceptions) when required by the U. S. Secretary of Health and Human Services to investigate or determine our compliance with law, and when otherwise required by law. Delta Dental may disclose your PHI without your prior authorization in response to the following:

- Court order;
- Order of a board, commission, or administrative agency for purposes of adjudication pursuant to its lawful authority;
- Subpoena in a civil action;
- Investigative subpoena of a government board, commission, or agency;
- Subpoena in an arbitration;
- Law enforcement search warrant; or
- Coroner's request during investigations

Some other examples include: to notify or assist in notifying a family member, another person, or a personal representative of your condition, to assist in disaster relief efforts, to report victims of abuse, neglect or domestic violence to appropriate authorities, for organ donation purposes, to avert a serious threat to health or safety, for specialized government functions suc-88 re fmcityry

disclosure. The authorization will be obtained from you by Delta Dental or by a person requesting your PHI from Delta Dental.

Your rights regarding PHI

You have the right to request an inspection of and obtain a copy of your PHI.

You may access your PHI by contacting Delta Dental at the address at the bottom of this notice. You must include (1) your name, address, telephone number and identification number, and (2) the PHI you are requesting. Delta Dental may charge a reasonable fee for providing you copies of your PHI. Delta Dental will only maintain that PHI that we obtain or utilize in providing your health care benefits. Most PHI, such as treatment records or x-rays, is returned by Delta Dental to the dentist after we have completed our review of that information. You may need to contact your health care provider to obtain PHI that Delta Dental does not possess.

You may not inspect or copy PHI compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, or PHI that is otherwise not subject to disclosure under federal or state law. In some circumstances, you may have a right to have this decision reviewed. Please contact Delta Dental as noted below if you have questions about access to your PHI.

You have the right to request a restriction of your PHI.

You have the right to ask that we limit how we use and disclose your PHI. However, you may not restrict our legal or permitted uses and disclosures of PHI. While we will consider your request, we are not legally required to accept those requests that we cannot reasonably implement or comply with during an emergency. If we accept your request, we will put our understanding in writing.

You have the right to correct or update your PHI.

You may request to make an amendment of PHI we maintain about you. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal. If your PHI was sent to us by another, we may refer you to that person to amend your PHI. For example, we may refer you to your dentist to amend your treatment chart or to your employer, if applicable, to amend your enrollment information. Please contact the privacy office as noted below if you have questions about amending your PHI.

You have the right to opt-out of Delta Dental using your PHI for fundraising and marketing.

Delta Dental does not use your PHI for either marketing or fundraising purposes. If we change our practice, we must give you the opportunity to opt-

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- Clarified that Delta Dental does not and will not sell your information without your express written authorization
- Clarified several instances where the law requires individual authorization to use and disclose information (e.g., fundraising and marketing as noted above)